

**NOTICE INVITING TENDER FOR SUPPLY OF MEDICAL
GASES SERVICE TO ALL INDIA INSTITUTE OF MEDICAL
SCIENCES, VIJAYPUR, JAMMU-184120**

**NIT Ref No: AIIMS/JMU/NIT/2024/6
Dated: 04th April, 2024 (Thursday)**

(Two Bid System for Conclusion of Rate Contract)

Rate Contract : Medical Gases

Period of Rate Contract : 03 Years

**Estimated Cost of Tender: 1,55,00,000/- (Rupees One Crore Fifty Five
lakhs only)**

NIT Document can be downloaded from following websites:

- <https://www.eprocure.gov.in/epublish/app>
- <https://www.aiimsjammu.edu.in/>

If any Bidder cannot upload the tender documents from the above websites. They may collect the Hard copy of the Tender Documents from the Office of Deputy Director (Administration)



Address To:

Deputy Director (Administration)
All India Institute of Medical Sciences, Vijaypur, Jammu
Camp Office: - Government Medical College (GMC) Doctor's Guest
House, Maheshpura Chowk, Bakshi Nagar,
Jammu- 180001

SECTION-I

ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
VIJAYPUR, JAMMU, J&K -184120
NOTICE INVITING TENDERS (NIT)

Advertised Tender Enquiry No: AIIMS/JMU/NIT/2024/

On behalf of Executive Director, AIIMS Jammu, online bids are invited in two bid system (Techno-Commercial Bid and Financial Bid) from reputed, eligible and qualified firms/manufacturer for supply of following Goods for conclusion of Rate Contract for a period of 03 years:-

S. No.	Brief Description of Goods	Estimated Quantity Per Year	Amount of Bid Security/EMD (in Rs.)
1.	Purchase of Medical Gases on 03 Years rate contract basis for AIIMS Jammu Hospital and Compressed Gases (in various sizes of Cylinders).	As indicated in Technical specification (Section VII)	Rs. 7,50,000.00 (Rupees Seven Lakh Fifty Thousand)

The duration of contract shall be for a period of Three Years from the date of commencement of work and the services are to be provided round the clock on all days including holidays (gazetted as well as national holidays).

CRITICAL DATE SHEET

Published Date & Time	04 th April, 2024 16: 30 Hours
Bid Document Download/Sale Start Date	04 th April, 2024 17: 30 Hours
Estimated Value of Tender	1,55,00,000/- (Rupees One Crore Fifty-Five Lakh Only).
Earnest Money Deposit (EMD)	EMD Rs 7,50,000/- in the form of FDR/BG from a Nationalized/Commercial bank valid for 03 months in favour of ED

	& CEO AIIMS, Vijaypur
Pre Bid Meeting Date & time and place	12 th April at 11: 00 Hours 2024 Offline (Physically) at Conference Hall, Camp Office, GMC Doctor`s Guest House, Near Maheshpura Chowk, Bakshi Nagar, Jammu (J&K) Pin-180001 Contact No : 9622112000 e-mail: neelam.kotwal@aiimsjammu.edu.in
Number of Cover	02 (Two) Cover-I(Technical Bid) and Cover-II(Financial Bid)
Tender Processing Fee (Non-refundable) Not exempted	Rs 1000/- (Rupees one thousand only) in form of DD in favour of ED & CEO, AIIMS, Vijaypur.
Performance Bank Guarantee (PBG)	05% of Total estimated tender value.
Place of submission of Bid	Offline in Tender Box, placed at Camp office of AIIMS, Jammu located at GMC, Doctor`s Guest House Near Maheshpura Chowk, Jammu-180001
Bid Submission Start Date & Time	04 th April, 2024 at 17:30 Hours
Bid Submission End Date & Time	25 th April, 2024 by 17:00 Hours
Bid Date & Time Opening of Technical Bid (Cover-I)	26 th April, 2024 at 11:30 Hours
Bid Date & Time Opening of Financial Bid (Cover-II)	02 nd May, 2024 at 11:30 Hours
Bid Validity	180 days from the date of publication.
Note : The applicant are requested to read the NIT document carefully and ensure compliance with all specifications/instruction herein. Non-compliance with specifications in this document may disqualified the applicant.	

Instructions:

1. Bids shall be submitted only through **Offline in Tender Box, placed at Camp office of AIIMS, Jammu located at GMC, Doctor`s Guest House Near Maheshpura Chowk, Jammu-180001**
2. Bidders are advised to visit the website regularly to keep themselves updated, for any changes/modifications in the Tender Enquiry Document.
3. Intending bidders are advised to visit **CPP Portal** <https://www.eprocure.gov.in/epublish.app> and AIIMS, Vijaypur, Jammu Website <https://www.aiimsjammu.edu.in> regularly till closing date of submission of bid, for any corrigendum.
4. The EMD/Bid Security shall be deposited through Bank Guarantee/Demand Draft/FDR drawn in favour of the "ED & CEO AIIMS, Vijaypur". The original Earnest Money/Bid Security must be delivered to "ED & CEO AIIMS, Vijaypur" till bid submission date and time as mentioned in "Critical Date Sheet" vide Section-I failing which the bid shall be summarily rejected.

SECTION - II

GENERAL INSTRUCTIONS TO BIDDERS (GIB) TENDER ENQUIRY DOCUMENT

A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

- (i) "Purchaser" means the organization i.e. Executive Director, AIIMS Jammu /Center/Hospital/ Department/Sections purchasing goods and services as incorporated in the Tender Enquiry Document.
- (ii) "Bid" means Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) "Bidder" means Tenderer/ the Individual or Firm submitting Bids / Quotation / Tender
- (iv) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract/purchase order.
- (v) "Goods" means all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, vehicles, medicines, assemblies, sub-assemblies, accessories, intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc. for a library. The term 'goods' also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance.
- (vi) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the Rate Contract.
- (vii) "Bid Security" (BS) means Earnest Money Deposit / monetary or financial guarantee to be furnished by a bidder along with its tender.
- (viii) "Contract" means the written agreement entered into between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (ix) "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) "Consignee" means the concerned Center/Hospital/Department/Sections /person to whom the goods are required to be delivered as specified in the Purchase Order.
- (xi) "Specification" also called Technical Specifications means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xii) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and

- comparing the same with the specified requirement mentioned in the Rate Contract/Purchase Order to determine conformity.
- (xiii) “Day” means calendar day.

1.3 Abbreviations:

- (i) “ATE” means Advertised Tender Enquiry
- (ii) “NIT” means Notice Inviting Tenders.
- (iii) “GIB” means General Instructions to Bidders
- (iv) “SIT” means Special Instructions to Bidders
- (v) “GCC” means General Conditions of Contract
- (vi) “SCC” means Special Conditions of Contract
- (vii) “DP” means Delivery Period
- (viii) “BG” means Bank Guarantee
- (ix) “GST” means Goods & Service Tax
- (x) “RC” means Rate Contract

2. Introduction

- 2.1 The Purchaser has issued these Tender Documents for purchase of goods and related services as mentioned in Section – VI – “List of Requirements”, which also indicates, *interalia*, the required delivery schedule, terms and place of delivery. The specifications of goods and their related quantities have been mentioned in Section-VII – “Technical Specification”.
- 2.2 This section (Section II - “General Instructions to Bidders”) provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the bidder for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of Rate Contract/Purchase Order.
- 2.3 The bidder shall also read the Special Instructions to Bidders (SIB) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIB and the SIB, the provisions contained in the SIB shall prevail over those in the GIB.
- 2.4 Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, etc. contained in the Tender Document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Tender Documents may result in rejection of its Bid.

3. Availability of Funds

- 3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

4. Language of Bid

- 4.1 The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid exchanged between the bidder and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

5. Bid Expense

- 5.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, uploading of its bid and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the Tender process.

B. TENDER ENQUIRY DOCUMENT

6. Content of Tender Enquiry Document

- 6.1 In addition to Section I – “Notice Inviting Tender” (NIT), the Tender Enquiry Document includes:

- Section II – General Instructions to Bidders (GIB)
- Section III – Specific Instructions to Bidders (SIB)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – List of Requirements/ Scope of Work
- Section VII – Technical Specifications
- Section VIII – A) Qualification/Eligibility Criteria
B) Performance Statement
- Section IX – Tender Acceptance Form
- Section X – Price Schedules (BoQs)
- Section XI – Bank Guarantee Form for Bid Security
- Section XII – Manufacturer’s Authorization Form
- Section XIII – Bank Guarantee Form for Performance Security
- Section XIV – Rate Contract Forms
- Section XIII – Eligibility Declaration as per Format
- Section XIV – Integrity Pact as per Format
- Section XIV – Check List

- 6.2 The relevant details of the required goods and services, the terms, conditions and procedure for Tender, bid evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders are expected to examine all such details etc. to proceed further.

7. Corrigendum to Tender Enquiry Document

- 7.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it

- 7.2 Corrigendum will be notified through **CPP Portal** <https://www.eprocure.gov.in/epublish.app> and AIIMS, Vijaypur, Jammu Website <https://www.aiimsjammu.edu.in> Portal only.
- 7.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their bids as per the amendment, the purchaser may, at its discretion extend the deadline appropriately for the submission of bids and other allied time frames, which are linked with that deadline.

8. Clarification of Tender Enquiry Document

- 8.1 A bidder requiring any clarification or elucidation on any issue of the Tender Enquiry Document may take up the same with the purchaser during pre-bid meeting only. The purchaser will respond during pre-bid meeting to such request provided the same is uploaded within the time schedule mentioned in “Critical Date Sheet”.

C. PREPARATION OF BIDS

9. Documents Comprising the Bid

- 9.1 The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Price Bid” Prepared by the bidder shall comprise the following:

A) Techno – Commercial Bid (Un-priced Bid)

- i) Scanned copy of “EMD/Bid Security” furnished alternatively, documentary evidence for claiming exemption from payment of EMD/Bid security to be uploaded.
- ii) Scanned copy of “Tender Acceptance Form” as per Section-X to be uploaded.
- iii) Scanned Copies of documents showing the Proof of experience & Satisfactory performance certificate as per tender condition.
- iv) Scanned Copy of documents like Not Debarred/Non-blacklisting certificate on firm’s letterhead & Affidavit that the firm has no Vigilance case/ CBI/ FEMA case pending against it.
- v) The Scanned Copies certified by Chartered Accountant of the annual turnover and balance sheet and IT returns of the last three financial years (2019-20, 2020-21 & 2021-22).
- vi) The Scanned Copies of other remaining documents asked in the Bidding Document may be uploaded under “Other Important Documents”. For example:
Certificate regarding the Constitution of the firm/Proprietary/Ownership/Partnership/Incorporation/Private Limited Firm.
- vii) Scanned Copies of IT/PAN & GSTN Registration Certificate.
- viii) Scanned Copies of Undertaking of goods to be supplied for conformity to specifications. Clause by clause technical compliance including deviations, if any, with justifications.
- ix) Power of Attorney in favor of signatory of Tender/Bid may be uploaded.
- x) Scanned Copy of Fall clause undertaking.
- xi) Scanned Copy of catalogue & brochure of Bags, Card-boxes & Trolleys etc.

- xii) Scanned copy of the valid certifications like ISO 9001:2000 /EN ISO 9001:2000/ ASQC 9001:2000 etc.
- xiii) Scanned copy of required valid quality documents in "Other Documents" with techno-commercial bid of each item i.e., ISO as mentioned in the specification of tender items.
- xiv) Scanned copy of all necessary valid Licenses/ Certificates/ approvals issued by State/Centre Govt. Authorities.
- xv) Scanned copy of all valid necessary National & International Licenses/ Certificates/ approvals issued by Explosive Deptt. etc. for safety & safe usage of these gases.
- xvi) Manufacturing Authorization Form duly signed & stamped by the Gases Manufactures.
- xvii) Valid License or other equivalent quality certificates for manufacturing of Medical Gases should be provided by the firm.
- xviii) Scanned copy of Eligibility Declaration as per Format

Note: It is the responsibility of bidder to go through the Tender Enquiry Document to ensure uploading all required documents in addition to above, failing which their bid may be rejected. No opportunity will be given for furnishing these documents.

Bids shall be submitted in the following format:

- (i) Technical Bid
- (ii) Financial bid with Price Break-up in pdf.
- (iii) Earnest Money deposit of Rs. 7,50,000. Exemption in EMD shall be given as per Govt. of India Policy. Bidder to submit eligible documentary evidences for EMD exemption)"

B) Price Bid:

Price Schedule(s) as per BOQ format filled up with all the details offered to be uploaded.

The bidders may quote prices for one or any or all of the Medical Gases as per the requirements and as per the Price Schedule Format mentioned in Section-IX for the whole duration of contract, which shall be inclusive of all the costs. Evaluation of bids (L-1) will be based on the lowest total lump-sum amount quoted by the bidders for one or any or all of the Medical Gases for award of the contract.

9.2 The authorized signatory of the bidder must digitally sign the bid. Individuals digitally signing the bid or other documents connected with a Rate Contract must specify whether he signs as:

- i. A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
- ii. In case of partnership firm he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
- iii. Constituted attorney of the firm if it is a company.

Note:

1. In case of (ii) above, a copy of the partnership agreement duly registered with “Registrar of Firm’s” or general power of attorney, in either, case, attested by a Notary Public should be uploaded, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be uploaded.
 2. In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the bid and all other related documents must be signed by every partner of the firm and uploaded.
 3. Person digitally signing the Tender Acceptance Form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, liable for rejection of bid or cancel of contract and hold the signatory liable for all cost and damages.
- 9.3 A bid, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 9.4 Bid sent by fax/email shall be ignored.

10. Bid Currencies

- 10.1 The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR).
- 10.2 Bids, where prices are quoted in any other way shall be treated as non - responsive and rejected

11 Bid Prices

- 11.1 The Bidder shall indicate on the Price Schedule provided in BOQ all the specified components of prices shown therein including the unit prices on Free Delivery At Site basis, applicable GST, HSN Code, it proposes to supply against the requirement. The Bidders shall indicate MRP in the relevant column against each item of BOQ. The details about make & model, if applicable, may also be indicated. All the columns shown in the Price Schedule should be filled up as required.
- 11.2 In no case the quoted rates should be more than MRP at the time of submission of quotation. If subsequently during the currency of Rate Contract there is decreased in MRP, the bidder shall inform the purchaser promptly along with revised reduced rates on pro-rata basis. In case, if bidders quotes more than MRP and/or does not inform purchaser about reduction in MRP, it will be viewed seriously and appropriate administrative action will be taken including de-barring the firm.
- 11.3 If there is more than one schedule in the “Schedule of Requirements”, the bidder has the option to submit its bid for any one or more schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods as specified in that particular schedule.
- 11.4 The need for indication of all such price components by the bidders, as required in this clause is for the purpose of comparison of the bids by the

purchaser and will no way restrict the purchaser's right to award the Rate Contract on the selected bidder on any of the terms offered.

- 11.5 Bidders can quote for one or any or all of the medical gases mentioned in the tender document and in the Price Schedule Format. Evaluation of bids (L-1) will be based on the lowest total lump-sum amount quoted by the bidders for one or any or all of the Medical Gases for award of the contract.

11. Firm Price

11.1 Prices quoted by the bidder shall remain firm and fixed during the currency of the Rate Contract and not subject to variation on any account. Purchase Orders will be placed by Centers/Hospital/Departments/Store Sections against this Rate Contract till the currency period of Rate Contract.

11.2 Statuary variation in GST will be applicable.

12. Alternative Models/Brands/Quality

12.1 Alternative Models/Brands/Quality are not permitted. The Bidders are required to quote Models/Brands/Quality of best quality meeting tender specifications. Whenever, a bidder quotes alternative Models/Brands/Quality, there bid will not be considered for that item.

12.2 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same Advertised Tender Enquiry for the same item/product. In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same models in the same Advertised Tender Enquiry.

12.3 One Principal/OEM cannot authorized two agent simultaneously for the same item against same Advertised Tender Enquiry.

13. Documents Establishing Bidder's Eligibility and Essential Qualification Criteria:

13.1 To meet the Eligibility and Essential Qualification Criteria, the Bidders should furnish the following as per Bidding Document:-

- 1) Required Bid Security (Amount, validity etc.)/Exemption documents uploaded and hard copy of original furnished by due date & time.
- 2) Tender Acceptance Form as per Section- X (signed & stamped).

13.2 The Bidders are required to upload the above documents along with the Techno-commercial Bid as mentioned in para 4 of GIB, to meet the Eligibility and Essential Qualification Criteria, failing which their bids shall be summarily rejected and will not be considered further for evaluation.

13.3 The Bidders are required to agree to the following to meet the Eligibility and Essential Qualification Criteria, failing which their bids shall be summarily rejected and will not be considered further for evaluation etc.:

- 1) Bid validity of the required period.
- 2) Agreed to give the required Bid Security/Performance Security of required

- amount.
- 13.4 The bidder should not have been debarred/blacklisted in the last 1/2 years from any Govt. Organization/Institute/Hospital etc.
- 13.5 In case of partnership firm, none of the partner is debarred/blacklisted in the last 2 years from any Govt. Organization/Institute/Hospital etc.

14. **Purchase Preference Policies of the Government**

Unless otherwise stipulated in GIB, AIIMS Jammu reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

1) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017 (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.

2) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.

3) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/ or

4) Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in the GIB.

- 14.1. Make in India Orders issued by the Government of India regarding eligibility to participate and for purchase preference to "Local Suppliers" to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement, as detailed below.

- 14.1.1 Categories of Local Suppliers Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the service procured (excluding net domestic indirect taxes) minus the value of imported content in the service/incidental Goods (including all customs duties) as a proportion of the total value, in percent):

1. 'Class-I local Supplier' with local content equal to or more than that prescribed in tender document or 50% if not prescribed.

2. 'Class-II local Supplier' with local content equal or more than that prescribed in tender document or 20% if not prescribed, but less than that applicable for Class-I local Supplier.

3. 'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-clause above.

14.1.2 Eligibility Restrictions based on Reciprocity. If so stipulated in the Tender Document, entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this tender. The term entity of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

14.1.3 **Eligibility to participate Minimum local content for eligibility to participate:** Only bidders meeting the minimum prescribed local content for the product shall be eligible to participate subject to the following conditions. Classes of Local Suppliers eligible to Participate: Based on the Make in India Policy, classes of local/ non-local Suppliers eligible to participate in the tender shall be declared in tender document. If not so declared, only Class-I and Class-II local Suppliers shall be eligible to participate and not non-local Suppliers

14.1.4 **Thresholds**

1. Following thresholds shall be declared in the Tender Document.

a). Minimum local content for Contractor classification: local content percentage prescribed to qualify as Class-I or Class-II local Suppliers for various products.

b). Minimum local content for eligibility to participate: Minimum local content percentage prescribed for eligibility for a bid to be considered.

c) The margin of purchase preference: The bid price quoted by Class-I Local Supplier should be within this percentage from the L-1 price quoted by Non-local or Class-II bidders for being eligible for purchase preference.

2. If not so declared, the default threshold shall be as follows:

(a) Local content for eligibility for Class-I; Class-II local Suppliers and Non-local Suppliers shall be 50% and above; 20% and above but less than 50%; and less than 20%, respectively.

(b) Minimum local content for eligibility to participate shall be 50%,

(c) The margin of purchase preference shall be 20%

14.1.5 **Purchase preference to Class-I local Suppliers**

1. Where the Services are divisible by nature:

a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', contract for full quantity shall be awarded to L-1.

b) If the L-1 bid is not a 'Class-I local Supplier', 50% of the order quantity shall be awarded to L-1. After that, the lowest bidder among the 'Class-I local whose quoted price falls within the margin of purchase preference shall be invited to match the L-1 price for the remaining 50% quantity, and a contract for that quantity shall be awarded to him, subject to matching the L-1 price. In case such lowest eligible 'Class-I local Supplier' fails to match the L-1 price or accepts less than the offered quantity, the next higher 'Class-I local Supplier' within the margin of purchase preference shall be invited to match the L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. If some quantity is still left uncovered on Class-I local Suppliers, such balance quantity shall also be ordered on the L-1 bidder.

2. Where the Services are not divisible, and in the procurement of Services where the bid is evaluated on price alone:

a). Among all qualified bids, the lowest bid shall be termed as L-1. If L 1 is 'Class-I local Supplier', the contract shall be awarded to L-1.

b). If L-1 is not 'Class-I local Supplier', the lowest bidder among the 'Class-I local Supplier' shall be invited to match the L-1 price subject to Class-I local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local Supplier' subject to matching the L-1 price.

c). If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase preference matches the L-1 price, the contract shall be awarded to the L-1 bidder.

3. Where parallel contracts are to be awarded to multiple bidders: In Bids where parallel contracts are to be awarded to multiple bidders subject to matching of L-1 rates or otherwise, the 'Class-I local Supplier' shall get purchase preference over 'Class-II local Supplier' as well as 'Non-local Supplier', as per following procedure:

a). If there is sufficient local capacity and competition for the service to be procured, as notified by the nodal Ministry, only Class I local Suppliers shall be eligible to bid. As such, the multiple Contractors, who would be awarded the contract, should be all and only 'Class I, Local Suppliers'.

b). In Bids, other than those mentioned above, 'Class II local Suppliers' or both 'Class II local Suppliers' and 'Nonlocal Suppliers' may also participate in the tender process along with 'Class I Local Suppliers'. If 'Class I Local Suppliers' qualify for the contract award for at least 50% of the tendered quantity in tender, the contract shall be awarded to all the qualified bidders as per award criteria stipulated in the Tender Documents.

However, in case 'Class I Local Suppliers' do not qualify for the contract award for at least 50% of the tendered quantity as per award criteria, purchase preference should be given to the 'Class I local Supplier' over 'Class II local Suppliers'/ 'Non-local Suppliers' provided that their quoted rate falls within the margin of purchase preference of the highest bid considered for award of contract. To ensure that the 'Class I Local Suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity, first purchase preference has to be given to the lowest among such eligible 'Class-I local Suppliers', subject to its meeting the prescribed criteria for the award of contract as also the constraint of the maximum quantity that can be sourced from any single Contractor. If the lowest among such 'Class-I local Suppliers' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity shall be given to next higher among such 'Class-I local Supplier', and so on.

14.1.6 Verification of local content and violations:

1). The 'Class-I local Supplier'/ 'Class-II local Supplier' at the time of tender, bidding, or solicitation shall be required to indicate the percentage of local content and provide self-certification that the service offered meets the local content requirement for 'Class-I local Supplier'/ 'Class-II local Supplier', as the case may be.

2). In cases of procurement for a tender value above Rs.10 crores, the 'Class-I local Supplier'/ 'Class-II local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of Contractors other than companies) giving the percentage of local content.

3). Complaints about Local content declarations may be made through the channels of Purchaser/ AIIMS Jammu. AIIMS Jammu may prescribe fees for such complaints.

4). Bids with false declarations regarding Local contents shall be rejected as responsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.

14.1.7 Manufacture under license/ technology collaboration agreements with phased indigenization:

1). If so, declared in the tender document, foreign companies shall enter into a joint venture with an Indian company to participate.

2). The Purchaser/ AIIMS Jammu reserves its right, but without being under any obligation to do so, to grant exemption from meeting the stipulated local content to Bidders manufacturing indigenously a product developed abroad under a license from a foreign manufacturer (who holds

intellectual property rights) under a technology collaboration agreement/ transfer of technology agreement with a precise phasing of increase in local content. Bidder must obtain such an exemption letter and submit it along with his bid to avail such an exemption.

14.1.8 Information to be provided by Bidders regarding Make in India policy Bidder shall provide required self-declaration as detailed in – Eligibility Declarations:

1). Self-declaration of their local content (and required certificate, in case of procurements above Rs 10 Crores) and their status as Class-I/ Class-II/ Non-local Supplier and their eligibility to participate as per this clause.

2). If the Tender Document indicates countries identified as not allowing Indian companies to participate in their Government procurement, then a declaration that they are not an ‘Entity’ of such countries (as per criteria of the FDI Policy of DPIIT as amended from time to time) and are therefore eligible to participate in this tender

3). If a Bidder is claiming exemption (as obtained from relevant authorities) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with the precise phasing of increase in local content, he must provide proof thereof.

14.2. Support/ Preferential Treatment to Micro & Small Enterprises (MSEs)

Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clause) in comparison to non-MSE enterprises shall apply to this procurement.

14.2.1 Registration of MSEs:

1) MSEs interested in availing such benefits must enclose in Eligibility Declaration with their offer the Udhyam Registration Certificate with the Udhyam Registration Number as proof of their being MSE registered on the Udhyam Registration Portal. The certificate shall be of latest but before the deadline for the bid submission.

2) MSEs shall be treated as owned by SC/ ST or women entrepreneurs:

(a) The proprietor(s) shall be SC/ ST or women In proprietary MSEs

(b) At least 51% shares shall be held by the SC/ ST or women partners in a partnership MSEs.

(c) At least a 51% share shall be held by SC/ST or women promoters in Private Limited Companies MSEs.

14.2.2 Support to MSEs

- 1) Tender sets shall be provided free of cost to MSEs.
- 2) MSEs shall be exempted from payment of Earnest Money.

14.2.3 **Purchase Preference to MSEs**

The Purchaser/ AIIMS Jammu reserves its option to give purchase preference to MSEs compared to the non-MSE enterprises as per policies of the Government from time to time. This preference shall only apply to products produced and services rendered by Micro and Small Enterprises. If an MSE bidder quotes a price within the band of the lowest (L-1) +15 percent in a situation where the L-1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded up to 25 percent of the total quantity being procured if they agree to match the L-1 price. In case of more than one such eligible MSE, this 25 percent quantity shall be distributed proportionately among these bidders.

14.3. **Support to Start-up Enterprises**

14.3.1 **Definition of Start-up Enterprises**

- 1) As defined by DPIIT, an entity shall be considered as a 'Start-up':
 - a) Up to a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and
 - b) Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees, and
 - c) The entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.
- 2) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a 'Start-up'.
- 3) A Start-up so identified under the above definition shall be required to obtain and submit along with his bid a certificate of an eligible Start-up from the inter-Ministerial Board of Certification to obtain support.

14.3.2 **Support to Start-ups**

The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).

- 1) Exemption from submission of Bid Security: Such Start-ups shall be exempted from payment of Earnest Money.

- 2) Relaxation in Prior Turnover and Experience: No relaxation with respect to past experience and turnover criteria shall be given to the vendors i.e. Startup (whether MSEs or otherwise) [refer OM No. F.20/2/2014-PPD(Pt.) dated 20.09.2016, issued by Department of Expenditure, Ministry of Finance, Procurement Policy Division, Govt. of India.]

15. Bid Security (BS) / EMD

- 15.1 The bidder shall furnish along with its bid, Bid Security for amount of Rs. 7,50,000/- as shown in the Notice Inviting Tenders (NIT).
- 15.2 The original Earnest Money/Bid Security must be delivered to address as given in ATC till bid opening date and time as mentioned in bid document, failing which the bid shall be summarily rejected. The scanned copy of original Bid Security/EMD may be uploaded along with the bid.
- 15.3 The bidders who are currently registered with MSME for the services as per Tender document specification shall be eligible for exemption from Bid Security as defined in MSE Procurement Policy issued by the department of MSME. In case the bidder falls in this category, the bidder shall upload relevant certificate of registration for the subject services issued by department of MSME.
- 15.4 The Bid Security shall be denominated in Indian Rupees. The Bid Security shall be furnished in one of the following forms:
-Fixed Deposit Receipt
-Bank Guarantee
- 15.5 In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the bidder as per the format specified under Section XI in these documents.
- 15.6 The Bid Security shall be valid for a period of forty-five (90) days beyond the validity period of the bid. As validity period of Bid is 180 days, the Bid Security shall be valid for 135 days from Techno – Commercial Bid opening date.
- 15.7 The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.
- 15.8 Bid Security is required to protect the purchaser's right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder will be forfeited, without prejudice to other rights of Purchaser, if it fails to furnish the required performance security within the specified period.

16. Bid Validity

- 16.1 The bid shall remain valid for acceptance for a period of 180 days (One-Eighty days) after the date of bid opening prescribed in the Tender Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- 16.2 In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s)

and responses thereto shall be conveyed by mail/fax/email. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the Bid Security accordingly. A bidder, who may not agree to extend its bid validity after the expiry of the original validity period, their bid will not be considered further and the Bid Security furnished by them shall be returned.

- 16.3 In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended up to the next working day.

17. Preparation & Submission of Bids

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) Please go through the tender advertisement and the Tender Enquiry Document carefully to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.

D. BID OPENING

18. Opening of Bids

E- Bids will be opened after due time and date and the bidders may check the status etc. on AIIMS, Vijaypur, Jammu Website <https://www.aiimsjammu.edu.in>

E. SCRUTINY AND EVALUATION OF BIDS

19. Basic Principle

- 19.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the Tender Enquiry Document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

20. Scrutiny of Bids

- 20.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Securities have been furnished, whether the documents have been properly signed stamped and whether the Bids are generally in order.
- 20.2 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 20.3 The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Enquiry Document. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.

20.4 The following are some of the important aspects, for which a bid shall be declared non-responsive during the evaluation and will be ignored;

- (i) Tender Acceptance Form as per Section IX (signed & stamped) not uploaded.
- (ii) Bid validity is shorter than the required period.
- (iii) Required Bid Security (Amount, validity etc.)/exemption documents have not been uploaded as per stipulated provisions.
- (iv) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section XII, if applicable.
- (v) Bidder has not agreed to give the required Performance Security of required amount in an acceptable form for due performance of the contract.
- (vi) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, and applicable law.
- (vii) Poor/unsatisfactory past performance.
- (viii) Bidders who stand blacklisted/ debarred /banned by any Central / State Govt. or any of their Organization.
- (ix) Bidders has not agreed to currency of Rate Contract period.
- (x) Bidder has not agreed for the delivery terms and delivery period.
- (xi) In cases where advance sample has been called, if bidders not furnished sample or the advance sample is not meeting the desired quality as per Technical Specification.

21. Minor Infirmary/Irregularity/Non-Conformity

21.1 If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a bid, the purchaser will convey its observation on such 'minor' issues, which has not price implication, to the bidders by registered/speed post/ e-mail/fax etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored.

22. Qualification Criteria

22.1 Bids of the bidder, who have not uploaded required documents or do not meet the required Qualification Criteria prescribed in Section VIII, will be treated as non - responsive and will not be considered further.

23. Bid Evaluation

23.1 The responsive bids will be evaluated and compared for each individual medical gases and as per the Price Schedule Format requirements. Evaluation of bids (L-1) will be based on the lowest total lump-sum amount quoted by the bidders for one or any or all of the Medical Gases for award of the contract.

23.2 If during the bid evaluation process, in case the L-1 bidder withdraws its bid, there will be provision for the Purchaser to go to L-2 bidder provided L-2 bidder agrees to match with L-1 price.

24. Comparison of Bids

- 24.1. The comparison of the responsive Bids shall be carried out on Free Delivery at consignee site basis.

25. Bidder's capability to perform the Rate Contract

- 25.1 The purchaser, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid is eligible, qualified and capable in all respects to perform the Rate Contract satisfactorily.
- 25.2 The above-mentioned determination will, inter alia, take into account the bidder satisfying all the requirements of the purchaser as incorporated in the Tender Enquiry Document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser.

26. Contacting the Purchaser

- 26.1 From the time of submission of bid to the time of awarding the Rate Contract, if a bidder needs to contact the purchaser for any reason relating to NIT /Tender Enquiry Document and / or its bid, it should do so only during pre-bid meeting.
- 26.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of bids and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

G. AWARD OF RATE CONTRACT

27. Purchaser's Right to accept any bid and to reject any or all bids.

- 27.1 The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the Tender process and reject all bids at any time prior to award of Rate Contract, without incurring any liability, whatsoever to the affected bidder(s).

28. Award Criteria

- 28.1 Subject to above, the contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser. In cases where advance samples have been called in "Special Instructions to Bidders" in Section III.

29. Purchase Orders to be placed during currency of Rate Contract

- 29.1 Purchase Orders will be placed by the Centers/Hospitals/Department/Store Sections of AIIMS Jammu during the currency of Rate Contract.

30. Notification of Award

- 30.1 Before expiry of the bid validity period, the purchaser will notify the successful bidder (s) in writing, by registered / speed post or by fax/ email (to be confirmed by registered / speed post) that its bid for Goods & Services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful bidder must furnish to the purchaser the required Performance Security within fifteen days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided in clause 3 of GCC under Section IV.
- 30.2 The Notification of Award shall constitute the conclusion of the Contract.

31. Issue of Rate Contract

- 31.1 Promptly after notification of award, the Purchaser will mail the Rate Contract form (as per Section XIV) duly completed and signed, in duplicate, to the successful bidder by registered / speed post.
- 31.2 Within fourteen days from the date of the contract, the successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser/ by registered / speed post/courier.

32. Non-receipt of Performance Security and Rate Contract by the Purchaser

- 32.1 Failure of the successful bidder in providing Performance Security and / or returning Rate Contract copy duly signed shall make the bidder liable for forfeiture of its Bid Security and, also, for further actions by the Purchaser including Termination of Contract.

33. Return of Bid Security/EMD

- 33.1 The Bid Security/EMD of the successful bidder and the unsuccessful bidder will be returned to them without any interest, whatsoever, in terms of Clause 19 of GIB.

34. Publication of Bid Result

- 34.1 The name and address of the successful bidder (s) receiving the Rate Contract(s) will be mentioned by email/registered post/official communication.

H. CORRUPT OR FRADULENT PRACTICES

35. Corrupt or Fraudulent Practices

- 35.1 It is required by all concerned namely the Bidder /Suppliers/ Purchaser/Consignee/End User etc. to observe the highest standard of

ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Rate Contract/Purchase Orders execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Rate Contract/Purchase Orders to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Rate Contract/Purchase Orders in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Rate Contract/Purchase Orders by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the Rate Contract/Purchase Orders.

SECTION – III

SPECIFIC INSTRUCTIONS TO BIDDERS (SIB)

The following Special Instructions to Bidders will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GIB) incorporated in Section II. The corresponding GIB clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIB and that in the SIB, the provision contained in the SIB shall prevail.

36. Bidders Eligibility & Qualification:

Bidders should be reputed manufacturers of medical gases as mentioned in Section-VII, having valid drug manufacturing license from concerned Drugs Controller as per Drugs & Cosmetics Act, 1940 & Rules framed there under.

Bidder must also possess requisite valid license/certificates from CCOE (Instead of CCDE) under Explosive Act, 1884 and Gas Cylinder Rules 2016 or latest, along with its own full fledged lab with chemist, in house facility for testing/trace impurities.

Bidder must also perform to relevant provisions of Explosive Rules, 2016 or latest, Static & Mobile procure vessels (import) Rules 2016 or latest by PESO, Govt. Of India.

Bidder must possess requisite valid quality documents i.e. ISO/CE/ISI/USFDA/IP/BP/USP as mentioned in the specification of tender items, failing which the offer for such items will be rejected.

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, List of requirements under Section VI and Technical Specification under Section VII of this document.

2. Patent Rights

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

3. Performance Security

- 3.1 Within Fifteen (15) days from date of the issue of notification of award by the Purchaser, the supplier, shall furnish Performance Security to the Purchaser for an amount equal to five percent (05%) of the consolidated Annual Estimated Quantity of the items for which Rate Contract is being awarded, valid up to currency of Rate Contract plus Warranty Period (if applicable) ninety (90) days.
- 3.2 The Performance security shall be denominated in Indian Rupees in any of the following forms:
- i) Fixed Deposit Receipt drawn from any Scheduled bank in India,
 - ii) Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section XIII of this document.
- 3.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government, the amount of the performance security is liable to be forfeited equivalent to the amount of Supply Order. The needful will be done to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 3.4 In the event of any extension of currency of Rate Contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary),

rendering the same valid in all respects in terms of the Rate Contract, as amended.

- 3.5 Subject to above, the Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations (if applicable).

4. Technical Specifications and General Points

- 4.1 The Goods & Services to be provided by the supplier under this Rate Contract shall conform 'Technical Specification' under Sections VII of this document.

5. Inspection, Testing and Quality Control

- 5.1 The purchaser's contractual right to inspect, test and, if necessary, reject the goods to confirm their conformity to the Rate Contract specifications and other quality control details incorporated in the Rate Contract.

- 5.2 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and re-submit the same to the purchaser's for conducting the inspections and tests again.

- 5.3 Goods accepted by the purchaser/consignee in inspection in terms of the Rate Contract/Purchase Orders shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause, if applicable.

6. Terms of Delivery

- 6.1 Goods shall be delivered by the supplier on "Free Delivery at Site" basis and delivered as per Delivery Period specified in the Purchase Order placed against Rate Contract. Please note that the time shall be the essence of the contract.

7. Warranty

- 7.1 The supplier warrants comprehensively that the goods supplied under the Rate Contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the Rate Contract. The supplier further warrants that the goods supplied under the Rate Contract/Purchase Orders shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

- 7.2 The warranty (if applicable as stated in Schedule of Requirement in Section-VI or Technical Specification in Section-VII) shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

8. Prices

- 8.1 Prices quoted by the bidder shall remain firm and fixed during the currency of the Rate Contract and not subject to variation on any account. Purchase Orders will be placed by Centers/Hospital/Departments/Store Sections against this Rate Contract till the currency period of Rate Contract.
- 8.2 Statuary variation in GST will be applicable during currency of the contract, during the original Delivery Period of Purchase Order after submitting supporting documents (Government notifications) issued by concern department.

9 Payment Terms

100% payment would be made on receipt of goods in good condition and acceptance, upon the submission of the following documents:

- i) Original copies of supplier's invoice showing Rate Contract/Purchase Orders number, goods description, quantity, packing list, unit price and total amount;
- ii) "Consignee Receipt Acceptance Certificate" as per Section XV of Tender document in original
- iii) "Final Consignee Acceptance Certificate" as per Section XVI of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

10. Delivery

- 10.1 The supplier shall deliver the goods under the Rate Contract within the time schedule specified by the Purchaser in the Schedule of Requirements and as incorporated in the Rate Contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the Purchase Order.
- 10.2 Subject to the provision under Force Majeure clause of GCC, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods shall render the supplier liable to any or all of the following sanctions:
- (i) Imposition of liquidated damages,
 - (ii) Forfeiture of its Performance Security and
 - (iii) Termination of the Rate Contract/Purchase Orders for default.
- 10.3 If at any time during the currency of the Rate Contract, the supplier encounters conditions hindering timely delivery of the goods, the supplier shall promptly inform the Purchaser in writing but not later than 10 days from the date of issue of the Purchase Order about the same and its likely

duration and make a request to the Purchaser for extension of the delivery schedule accordingly. In case no communication is received within 10 days from the date of issue of Purchase Order, it will be presumed that supplier has accepted the Purchase Order in all regard. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the Purchase Order.

10.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

- (a) The Purchaser shall recover from the supplier, under the provisions of the Force Majeure clause of the General Conditions of Contract, Liquidated Damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the Purchase Order.
- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST levied in respect of the goods and services specified in the Purchase Order, which takes place after the date of delivery stipulated in the Purchase Order shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the Purchase Order.
- (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in GST which takes place after the expiry of the date of delivery stipulated in the Purchase Order.

10.5 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.

10.6 Passing of Property

- i) The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the contract.
- ii) Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.

- iii) Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

11. Liquidated Damages

- 23.1 Subject to Force Majeure clause of General Condition of Contract, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the Purchase Order, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the Rate Contract, deduct from the Purchase Order, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider termination of the Purchase Order as per GCC.

12. Termination for Default

- 12.1 The Purchaser without prejudice to any other contractual rights and remedies available to it the Purchaser, may, by written notice of default sent to the supplier, terminate the Rate Contract and/or Purchase Order in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the Purchase Order or within any extension thereof granted by the Purchaser.
- 12.2 The Performance Security in such cases will be forfeited.
- 12.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the Rate Contract/Purchase Order to the extent not terminated.

13. Termination for Insolvency

- 13.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the Rate Contract/Purchase Order at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

14. Termination for Convenience

- 14.1 The Purchaser reserves the right to terminate the Rate Contract, in whole or in part for its Purchaser's convenience, by serving written notice on the supplier of 30 days at any time during the currency of the Rate Contract.
- 14.2 The Supplier reserves the right to terminate the Rate Contract, in whole or in part for its Purchaser's convenience, by serving written notice on the Purchaser of 180 days at any time during the currency of the Rate Contract or till institute is able to make alternative arrangements, whichever is earlier.

14.3 In case of any attempt for cartelization by bidder with a view to hike up the prices, all bids will be rejected and such bidders will be blacklisted and bid security will be forfeited.

15. Force Majeure

15.1 Notwithstanding the provisions contained in above clauses of GCC, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the Rate Contract/Purchase Order is the result of an event of Force Majeure.

15.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management and freight embargoes.

15.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the Rate Contract/Purchase Orders as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15.4 If the performance in whole or in part or any obligation under this Rate Contract/Purchase Orders is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the Rate Contract/Purchase Orders without any financial repercussion on either side.

15.5 In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

16. Resolution of Disputes

16.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the Rate Contract/Purchase Orders, the parties shall make every effort to resolve the same amicably by mutual consultations.

16.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless

otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India including amendments, if any.

- 16.3 In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the Rate Contract/Purchase Orders, such dispute or difference shall be referred to the sole arbitrator to be appointed by the Executive Director, AIIMS Jammu. The award of the arbitrator shall be final and binding on the parties to the Rate Contract/Purchase Orders subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)
- 16.4 Venue of Arbitration: The venue of arbitration shall be Vijaypur, Samba, Jammu, India.
- 16.5 Jurisdiction of the court will be from the place where the Tender Document has been issued, i.e., Jammu, India
- 16.6. Applicable Law: The Rate Contract/Purchase Orders shall be governed by and interpreted in accordance with the laws of India for the time being in force.

17. Withholding and Lien in respect of sums claimed

- 17.1 Whenever any claim for payment arises under the Rate Contract/Purchase Orders against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other Rate Contract/Purchase Orders made by the supplier with the purchaser, pending finalization or adjudication of any such claim.
- 17.2 It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the Rate Contract/Purchase Orders is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

18. Fall Clause

Fall clause is a price safety mechanism. The fall clause provides that if the Rate Contract/Purchase Orders holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the Rate Contract/Purchase Orders, at a price lower than the Rate Contract/Purchase Orders price, to any person or

organization during the currency of the Rate Contract, the Rate Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Rate Contract and the Rate Contract/Purchase Orders amended accordingly.

19. Revocation/ Cancellation of Rate Contract.

Since the Rate Contract is standing offer and is merely a document embodying various terms of the standing offer made by the Contractor for acceptance by the Purchaser, either party namely, the R/C holder/the purchaser can legally revoke/cancel the Rate Contract at any time during the currency of the Rate Contract giving a notice of 30 days. The revocation of the Rate Contract on the part of the R/C holder shall take effect 180 days from the date of the communication of revocation is received by the Purchaser. The cancellation of the Rate Contract by the Purchasers shall take effect 30 days from the date of issue of letter notifying the short-closure.

The notice-cum-cancellation of Rate Contract letter shall be given by R/C holder giving detailed reasons.

20. Governing Language

20.1 The contract shall be written in English language following the provision as contained in GIB clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

21. Notices

21.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by Facsimile/email and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

21.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

24. General/ Miscellaneous Clauses (Wherever applicable)

Genuine items, should be supplied. Bidders should indicate the source of supply i.e. name & address of the manufacturers from whom the items are to be imported, country of origin, country of Shipment etc.

- 24.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 24.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 24.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material change would impact on performance of its obligations under this Contract.
- 24.4 Each member/constituent of the Supplier/its Indian Agent, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Purchaser/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 24.5 The Supplier/its Indian Agent shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.
- 24.6 The Supplier/its Agent shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 24.7 All claims regarding indemnity shall survive the termination or expiry of the contract.

25. Compliance with Regulations and Indian Standards

- 25.1 All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian standards related to the works covered by the specification as per Annexure-8. In particular, the installation of LIMO vessels should comply SIMPV Rules of PESO 1981 or 2008.

26. Indemnity

The successful bidders shall at all times, indemnify the hospital, the consequences of arising due to sub-standard or faulty supplies by the Bidder.

27. In case of any attempt for cartelization by bidder with a view to hike up the prices, all bids will be rejected and such bidders will be blacklisted and bid security will be forfeited.
27. The firm shall not engage any sub-contractor or transfer the contract to any other agency of any component of the tender
28. No liability whatsoever shall attach to the AIIMS Jammu on account of or any failure on the part of the agency to observe the regulations, labour laws etc.

29. Abnormally Low Bids

In case the Bid price of the L-1 bidder, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price, in such cases, AIIMS Jammu may seek written clarifications from the Bidder, including detailed price analyses of the Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid document. After evaluating the price analyses, AIIMS Jammu may accept/reject the Bid/Proposal. In the case of predatory pricing as well, the above consideration of Abnormally Low Bids (ALB) may be considered.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

The warranty conditions, Self-life, if applicable will be as mentioned in the Schedule of Requirement as per section VI of the Tender Enquiry Document.

SECTION – VI

SCHEDULE OF REQUIREMENT'S

Name of Item	Brief Description of Goods	Quantity	Consignee	Amount of Bid Security
1 to 8	As Indicated in Technical Specification (Section VII)	As tentatively indicated in Technical Specification (Section VII)	As per user requirement	Rs. 7,50,000/-

Terms of Delivery:

Free Delivery at Consignee's Site(s)

Delivery Period:

The Delivery Period is maximum 45 days from date of issue of Purchase Order against the Rate Contract. In case of exigency, a shorter Delivery Period can be given and if, it is not acceptable to Supplier, it may be intimated to the Purchase Officer within seven days from the date of issue of the Purchase Order, otherwise it will be assumed that the Purchase Order has been accepted. The date of delivery will be the date by when it is to be delivered at consignee site.

Installation and Commissioning shall be done at the earliest at site or date of handing over the site for installation, whichever is later.

For delayed delivery, liquidated damages will get applied as per GCC.

Section – VII

TECHNICAL SPECIFICATION

Item No.	Items Description	Approx. Qty. Required per Annum
1.	<u>Compressed Medical Oxygen I.P.</u> 1. Should have license from Drug Controller (Centre/State) 2. Should be compliant to all properties and qualities (testing) as per latest Indian Pharmacopeia. 3. Should be certified for medicinal use as per latest Indian Pharmacopoeia (IP). 4. Should not contain less than 99.0% V/V of oxygen.	10,000.00 M³ (Type A/AA/B) 4,700.00 M³ (Type D)
2.	<u>Nitrous Oxide I.P.</u> A) Should have license from Drug Controller (Centre/State) B) Should be compliant to all properties and qualities (testing) as per latest Indian Pharmacopeia. C) Should be certified for medicinal use as per latest Indian Pharmacopoeia (IP). D) Nitrous Oxide should contain not less than 98.0% v/v Nitrous Oxide.	8,000.00 M³ (Bulk) 110.00 M³ (Small cylinder)
3.	<u>Compressed Nitrogen</u> 1. Certified pure : - 99 - 100%	2,500.00 M³
4.	<u>Carbon Dioxide</u> 1. Purity :- 99 - 100% 2. Moisture should be less than 20 ppm.	5,000.00 kg.
5.	<u>Aviator Breathing Oxygen (200 Bar/cylinder)</u> - Compliant with DGCA specifications (MIL-PRF-27210)	100.00 Nos. of Cylinders

Note:-

1. Performance Certificate to be Upload in "Other Documents" at least two either from AIIMS or from other similar organizations of not less than 500 bedded.

2. The bidder are also advised to upload details as per prescribed Performa-I enclosed along with the Technical specification (Section VII) in "Other Documents".
3. The bidders/supplier has to upload additional information as per Annexure-4 in "Other Documents".
4. Bidder upload authorization letter to sign the tender document as per Annexure-5 in "Other Documents".
5. Valid W.H.O. GMP License or other equivalent quality Certificate like ISO for manufacturing of gases should be provided by the bidder and also upload in *other documents".
6. Bidder upload a copy of a certificate as per Annexure-6, indicating annual turnover of at least Rs. 06 Crore or more per year during preceding three consecutive financial years i.e. for 2019-20, 2020-21 & 2021-22 duly audited and certified by approved Chartered Accountant in "Other Documents".
7. The bidder are advised to fill prescribed Performa as per Annexure-3 of Technical Compliance Statement on the letter head and upload in "Other document".
8. The bidders/supplier has to upload an affidavit on non-judicial stamp paper of Rs 100/- in "Other Documents" that the firm/company has never been convicted by Hon'ble Court of Law as per Annexure-7.
9. The bidders/supplier has to upload an affidavit on non-judicial stamp paper of Rs. 100/- in *Other Documents" that they accept all terms & conditions mentioned in this tender document.
10. The bidders/supplier has to upload a copy of valid Explosive Department Certificate for Storage, Transportation and Filling & Testing of Cylinder issued by competent authority with Date of expiry in "Other Documents".
11. The bidders/supplier has to upload valid Copy of Drug License Certificate, issued by competent authority with Date of expiry for the gases covered under drug & cosmetic Act in "Other Documents".
12. Bidders should upload complete details of the medical gases in "Other Documents".
13. Bidders should furnish a detailed write-up on the complete technical details of the medical gases offered by them clearly indicating special features etc. and upload copies of detailed brochures, literature and catalogues / leaflets related to the supply of medical gases quoted by them & upload in "other documents".
14. Bidders should first ensure that their product is able to meet the technical specifications of the tender as given under Annexure-3 & Section-VII «Technical Specifications & Compliance statement". Bidders should then quote strictly as per the required specification of medical gases & Upload in "Other Documents".

15. Bidders should upload a compliance statement in the prescribed format as given under Annexure-3 "Technical Compliance Statement" in "Other Documents" and clearly indicating the deviations, if any. Deviations from any of the required technical specifications must be brought out clearly giving a deviation statement.
16. Bidders should upload a list of successful installations & commissions executed by them for similar installation & supply, preferably from Govt. Hospitals / Institutions not less than 500 bedded Hospital in India, in. the last three years reckoned backward with reference to the last date of bid submission. Bidders to submit Contract copies & Performance Certificates as supporting documents.
17. Since supply of quality lifesaving gases is a very important requirement of the AIIMS Jammu, the bidders must quote all items failing which their offer shall be summarily rejected & no correspondence will be entertained. The comparison of price will be made after making composite rates of all items for approx. quantity consumption for one year requirement as mentioned in the Section-X Price Schedule Format and lowest offer will be considered for acceptance for concluding fresh rate contract.
18. The bidder must upload an undertaking in "Other Documents" that they will supply all items (gases) on demand of AIIMS Jammu and its constituent centres.
19. The Manufacturing License for Drug Items of Original Manufacturer must be uploaded "Other Documents", failing which the offer for such items will be rejected.
20. The valid Import License of Importer for import of goods must be uploaded in "Other Documents", failing which the offer for such items will be rejected.
21. In case the firm quotes imported brands of certain items on behalf of their foreign principals/Manufacturers which come under the provision of DRUG & COSMETIC ACT & RULES, requiring mandatory formalities with Central Drug Standard and Control Organization (CDSCO) Ministry of Health and Family Welfare Govt. of India and certificate/ licence (FORM 10) issued by (CDSCO) must be uploaded in "Other Documents", failing which the offer for such items will be rejected.
22. The bidders must upload required quality documents in "Other Documents" with techno-commercial bid of each item i.e., ISO/CE/ISI/USFDA/IP/BP/USP as mentioned in the specification of tender items, failing which the offer for such items will be rejected.
23. The bidders/supplier has to upload copy of valid Explosive Department Certificate for Storage of Ammonium Nitrate in "Other Documents", issued by authority with Date of expiry.
24. The bidders/supplier has to upload valid copy of Permission of Vehicles to ply 24 hrs, in "Other Documents" issued by authority with Date of expiry.

25. Undertaking for acceptance of terms & conditions.

- a) The bidders/supplier has to give an affidavit on non-judicial stamp paper of Rs. 100/- that they accept all terms & conditions mentioned in this tender document as per Annexure-
- b) The bidders/supplier has to give an affidavit on non-judicial stamp paper of Rs. 100/- that they accept all terms & conditions for overall maintenance of Medical Gasses Cylinders at AIIMS Jammu - (Oxygen A Type, AA Type, B Type & D type, Nitrous Oxide Small & Big) as per conditions mentioned in this tender document as per Annexure-2.

Proforma-I

The bidder are advice to fill prescribed Performa (Serial 1 to 11) & enclosed with page number and upload the same duly completed in all manner. In case bidder do not quote their items as per given proforma for quoting items their offers shall be summarily rejected.

1	2	3	4	5	6	7	8	9	10	11
Tender Sr. No. of the items	Name of item	Mention Quantity of each items i.e. ISO/CE/ISI/USFDA /IP & page no.	Items is imported or indigenous Yes or No.	Bidder should mention that quoted item is Drug or not as per D&C Act 1942	Name of original Manufact -uring Company	Name of market -ing Compa ny	Enclosed Manufact -uring license of original Manufact -uring company for Drug items Yes or No. Page No.	Copy of Import License for imported Drug items issued by CDSCO (DGHS) Yes or No Page No.	Authorization from Manufacturer & responsibility taken for supply of items Yes or No Page No.	Bidder should enclose test report of drug item only Yes or No Page No.

NOTE:-

- The bidder shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
- In case a bidder furnishes a wrong or evasive documents/ certificates against above mentioned Checklist, its tender will be liable to be ignored.
- Photocopies of all necessary relevant documents/ certificates, order copies, duly self-attested must be attached for verification of the information provided.
- If any documents/certificates detailed above is not supplied by the bidder their offer is liable to be rejected.

- Any of the submitted documents/ certificates can be got authenticate from the issuing authority in any discrepancy observed by the AIIMS Jammu authority as and when found necessary.

Undertaking

(To be submitted on non-judicial stamp paper of Rs.10/-)

Tender Enquiry No. _____

Due for Opening on _____

Sir,

Undertaking

(To be submitted on non-judicial stamp paper of Rs. 10/-)

Tender Enquiry No. _____

Due for Opening on _____

Sir,

I/We _____ hereby declare that:-

1. I/we am/are the manufacturers of Oxygen IP & Nitrous Oxide IP *and other medical gases required and other medical gases as per the above mentioned NIT (Section VII).
2. I/we have carefully read and understood all terms and conditions/instructions elaborated in various sections of this Tender and I/we shall abide by them.
3. I/we do accept / agree for all the clauses including the maintenance of vessel at site, entire responsibility for supply of medical oxygen in good condition to the patient apart from technical snag in gas pipeline and payment Terms & Conditions of this Tender Enquiry.
4. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other hospital of Govt. of India/Govt. of J&K/Medical Institutions. I/we also offer to supply the medical gases at the prices and rates not exceeding those mentioned in the price Bid.
5. I/we agree to abide by my/our offer for a period of 180 days from the date of opening of the Tender.
6. I/we also declare that in case of change of Indian Agent or for any other change, merger, dissolution, solvency, etc. in the organization of our foreign principles, we would take care of the Maintenance & Repair of the cylinder/work.

[Signature with date, name and designation]

for and on behalf of Ms.....

[Name & address & seal of the Bidders]

Undertaking related to Overall Maintenance

(To be submitted on non-judicial stamp paper of Rs. 10/-)

Tender Item No. _____

Due for Opening on _____

1. I/We, are/am the manufacturers of Oxygen IP & Nitrous Oxide IP *and other medical gases required as per the above-mentioned NIT, hereby confirm that I/we have the requisite infrastructure and trained technical manpower to provide satisfactory training to your staff for operations of Gases Cylinders. The Gases Cylinder will be in our scope of work to maintain these at our cost without charging any extra cost from AIIMS Jammu w.e.f fresh rate contract will be start.
2. Our service facility is located at (Indian Centre) _____ (complete address with telephone nos., e-mail ids etc.)
3. Our local service facility (Jammu, India) is located at _____ (if any).
4. Name of the person(s) responsible for maintenance of the above said facilities with address and telephone number and email id _____
5. I/We further confirm that the above said service/local service facility has the capacity & capability to provide after sale service through the contract period.

.....
.....

[Signature with date, name and designation]

for and on behalf of Ms.....

[Name & address & seal of the Bidders]

Technical Compliance Statement

(To the submitted on the letter head)

- The bidders is required to provide details, information, confirmations etc. according to the Section-I failing which the tender is liable to be ignored. Bidders should furnish stipulated documents in support of fulfilment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of offer.
- Bidders should indicate “yes” : meets; or “no” : doesn’t meet, under appropriate columns in the technical compliance statement:

Tender Item No. _____ Due for Opening On _____

SI. No.	Specification of cylinder for medical gases offered by the bidders	Whether the offered cylinder for medical gases meets tender specifications or not	Technical bid/offer (submitted by the bidders) page number on which this particular specification is mentioned	Deviation(s) form tender specifications, if any (in unambiguous terms)

.....
.....

[Signature with date, name and designation]

for and on behalf of Ms.....

[Name & address & seal of the Bidders]

Additional Information

(To be submitted on the Letter Head)

Annexure-4

Tender Item No. _____

Due for Opening on _____

1. Name, Address, Telephone nos, & e-mail Id of the Bidders/Contractor/Manufacturer/ Authorized Supplier:
2. Brand of Stores offered:
 - Make:
 - Model:
3. Station of Bidders/Contractor/Manufacturer/ Authorized Supplier:
4. Name, Address, Telephone nos.& e-mail ID of Local (Jammu) Service Station:
5. Name, Address, Telephone nos.& e-mail ID of Indian Agent, if duly appointed:
6. Permanent Income Tax (PAN) No.
7. Name, address, Telephone nos. & e-mail ID of your Bankers:
8. Details of work Quality Control (QC Test report etc.) etc.:
9. Business Name and constitution of the Bidders/Contractor/Manufacturer. The firm/company is registered under:
 - i) The Indian Companies Act. 1956
 - ii) The Indian Partnership Act 1932
 - iii) Any Other Act, if not Indian (Please give full details like Name, Address, Telephone nos. & e-mail ID etc. of the registering authority)
10. Stock in hand at the time of bidding:
 - a) Held by you against this enquiry: _____
 - b) Held by M/s _____ over which you have a pretender agreement

11. Do you agree to sole arbitration by an officer to be appointed as Arbitrator by the Executive Director, AIIMS Jammu? (It should be noted that omission to answer the above question will be deemed as an acceptance of the clause).
12. For partnership firms, state whether they are registered or not registered under Indian Partnership Act, 1932, whether by the partnership agreement authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has agreed to sign the tender.
13. Whether you possess the requisite license for manufacturer/supply of the medical gases? In the absence of any reply it would be assured that it has the requisite license.
14. State whether business dealing with you has not been banned by any Govt. of India /Indian State Government organizations or any other Governments?

Yours faithfully,

.....
.....

[Signature with date, name and designation]

for and on behalf of Ms.....

[Name & address & seal of the Bidders]

Authorization Letter to sign the tender document

(To be submitted on the letterhead)

Yours faithfully,

.....

.....

[Signature with date, name and designation]

for and on behalf of Ms.....

[Name & address & seal of the Bidders]

STATEMENT OF FINANCIAL STANDING

- I. Financial standing details submitted by the bidder to the Income Tax Department or equivalent Competent Authority in the following Performa.

YEARS

S.No.	Particulars	2020-21	2021-22	2022-23
(i)	Annual Turnover			

- II. The following certificate shall also be enclosed:

"Annual Turn Over for last three years duly certified by approved Chartered Accountant or equivalent Competent Authority"

Signature of Applicant(S)

Non Conviction Certificate Undertaking

on non-judicial stamp paper of Rs.100/-

(Scanned copy to be uploaded with pre-qualification bid)

I _____ S/o Sh. _____ Resident of Address _____

do solemnly pledge and affirm:

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

M/s. _____

2. That no case of any nature i.e. CBI, Criminal/Income Tax/Sales Tax/Blacklisting is pending against the firm/me.

Signature of the bidder

Rubber Stamp of the bidder

ADDITIONAL IMPORTANT: TERMS & CONDITIONS OF THE CONTRACT

1. The firm must be manufacturer of Oxygen IP & Nitrous Oxide IP *and other medical gases with valid manufacturing license issued from the Drug Controller (Centre/State).
2. The firm should have one or more Manufacturing/ Storage unit in North India.
3. The firm should have valid license for storage, filling and cylinders testing license issued by the CCOE (Explosive Department) Nagpur.
4. The firm should take responsibility of routine checking /testing of all cylinders/Vessels before filling.
5. The firm have infrastructure for manufacturing, filling and testing with good track record of medical gases.
6. The firm should have in-house facility for testing of gases. The firm should have full time chemist to operate the laboratory.
7. The supply of medical gases should be available round the clock as and when required.
8. The firm is bound to submit the test report along with each supply.
9. The firm should have best operational practices and should provide features as per global Safety standards.
10. Period of Contract- The contract will be valid for three years from the date of finalization of the tender and same can be extended by the Hospital Authority on mutual agreement. The supplier under no circumstances shall discontinue the supply of these critical & lifesaving medical gases under the contract irrespective of non-extension of the rate contract by AIIMS Jammu.
11. Requirement and demand will be according to need.
12. The firm shall be solely responsible in case of any incidence of explosion, blast and fire happening to due to malfunctioning of compressed gas storage vessels causing harm, injury or human loss even if the license is in favour of Executive Director, AIIMS Jammu.
13. The firm should give an undertaking to always be able to supply large quantities of gases in case of emergencies e.g. mass casualty, epidemics etc. even in odd hours.
14. Firm should be able to supply medical gases to the store of AIIMS Jammu and any new centre/block which will be operated during currency of contract, at any time in 24 hrs, in routine. In case of delayed supply or extra emergency demand, supply will be received with the consent of hospital authorities.
15. Any cylinder holding charge, transportation charge and local taxes etc. should be mentioned separately.
16. Before filling cylinder, the firm should take responsibility of routine checking/testing of all cylinders free of cost including cylinders belonging to Hospital.
17. The firm will not have any right to stop the supply of medical gases in any condition, not even in case of delay in payment of previous bills of gases supplied to hospital.

18. The infrastructure regarding quality control and analysis facilities to test the composition of Gases as per latest Indian Pharmacopoeia (IP) as mentioned in specifications.
19. The vendor/supplier has to provide the details of their in-house testing facility (duly approved by competent authority) for quality of the Medical Gases and have to inform regarding facility available with them.
20. The composition of Gases should be as per latest Indian Pharmacopoeia (IP) as mentioned in specifications.
21. The vendor/supplier has to provide their 'D' type cylinder without rental charges and will maintain up to validity of the contract free of charge.
22. The vendor/supplier has to take over all AIIMS Jammu owned cylinder (i.e. Oxygen A type, AA type, B type & D type and Nitrous Oxide Small & Big) as per present/available position of Cylinders (valid CCO Certificate of respective cylinder which are not available) and maintain these cylinders like; i) Replacement of Valve & Spindle of cylinders, i). Painting of Cylinder & iii). HST Test of cylinders without charging any cost from day 1 of the contract from the date it becomes effective up to validity of the contract.
23. The vendor/supplier should provide safety features in line with SMPV(U) Rules, 2016 or applicable in Indian region, as part of Installation.
24. The supply should be maintained in such a way to keep natural evaporation rate less than 1.0%. The bidders are required to specify the percentage of losses in their technical bid.
25. The short-listed vendor shall be responsible for uninterrupted supply of all manifold gases during the transition period from current supplier. The transition should be hassle free and for minimum period of time and supply should be made available from day 1 of the contract from the date it become effective.
26. The vendor/supplier should ensure the supply should be made available from day 1 of the contract from the date it becomes effective.
27. In case the successful tenders fails to supply the gases by the due date of supply, AIIMS Jammu will levy a penalty as under:
 - a) After 24 hours up to 48 hours @ 1% of the value of the supply.
 - b) After 48 hours @ 2% per day up to 10% of the value of the supply.
28. **Penalty clause** : - In case of discrepancy in quantity and or quality observed by inspection team or disruption of supply during contract period, a penalty of 5% of the annual average consumption will be imposed and if such occurrences repeated, the competent authority have the discretion of cancel the contract and to forfeit the performance security of the default supplier.
29. Firm shall provide weighing machine & pressure gauge free of cost at each "site" of AIMS.
30. The bidder should provide/install Alarm system as per Global Standard AS- 2896 (Aus) Or HTM-02-01(NZ) at his own cost where ever it is required at the AIIMS Jammu with prior permission of the faculty/ Officer In-charge, Manifold Room of concerned site/centre.

31. The vendor should facilitate/ensure during entire contract period, for renewal of license (under Explosive Act & Oxygen cinders storage Act) of the above-mentioned premises of AIIMS Jammu.

32. Manufacturing facility should have valid ISO 9001:2000 /EN ISO 9001:2000/ ASQC 9001:2000.

33. All necessary/ suitable valid certificates must be provided by the bidder to ensure compliance of the above mentioned parameters.

34. The firm shall provide valid certificate that facilities of testing the quality & level of impurities as per latest Indian Pharmacopoeia standards exists in their own set up.

35. All filling norms as per standards gas cylinder rules.

36. The Back-up supply

The back-up supply Oxygen and Nitrous oxide in cylinders of different sizes (Aa, A, B, and D type) as per the requirement of the hospital, the rates may be quoted separately as per tender requirements.

The Bulk (D type) and small cylinders (A and B category) shall be owned by the firm supplying the oxygen or nitrous oxide. Rates for filling to be mentioned for oxygen and nitrous oxide.

Kindly note that the rates quoted should be consolidated for all items (compressed oxygen in all size cylinders separately, and nitrous oxide in all size cylinders separately), which should include transport, labour or any other charges.

Note: All the above terms & conditions are mandatory and the bids of those bidders are not complying with any of the above, terms & conditions shall be summarily rejected and no correspondence will be entertained in this regard.

Section – VIII

A) Qualification Criteria

As stated in “General Instruction to Bidders” in Section VII Page no.34-36, Annexure 8 and Special Instruction to Bidders (SIB) vide Section-III.

Section – VIII

B) Proforma for Performance Statement

(For the period of last two years)

ATE No. : _____

Date of Bid Opening : _____

Name and address of the Bidder : _____

Name and address of the Manufacturer : _____

Order placed by (full address)	Order no. and date ##	Description (Model No., if applicable) and quantity	Value of order (Rs.)	Consignee	Date of Delivery Period			Have the Performance of firm Satisfactorily (attach documentary proof)**
					Contract	Actual	Reasons for Delay if Any	
1	2	3	4	5	6	7	8	9

We hereby certify that the details of all orders received in last 2 years of quoted items have been furnished. We hereby further certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security.

Name _____

Business Address _____

Place: _____

Signature of Bidder _____

Date: _____

Seal of the Bidder _____

** The scanned copy of documentary proof will be a latest certificate from the consignee/end user with cross-reference of order no. and date may be uploaded.

The bidders are requested to upload the scanned copy of purchase order copies along with the Techno-commercial Bid.

Section - IX
TENDER ACCEPTANCE FORM

To

The ED & CEO
All India Institute of Medical Sciences
Jammu-180001 India.

Ref. Your ATE No. _____ due for opening on
_____ *insert date*

We, the undersigned have examined the above mentioned Tender document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver in conformity with your above referred document for the sum as shown in the Price Schedules (BoQ) uploaded herewith and made part of this bid. If our bid is accepted, we undertake to supply the items for which Rate Contract has been concluded, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of "General Conditions Contract", Section - IV read with modification, if any "Special Conditions of Contract", in Section - V, for due performance of the Rate Contract.

We agree to keep our bid valid for acceptance as required in the "General Instruction to Bidders", read with modification, if any in "Special Instructions to Bidders", Section - III or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Rate Contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred advertised tender enquiry.

We confirm that we do not stand deregistered/ banned/ blacklisted by Central Govt. Ministries/ AIIMS Jammu.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender document, including amendment/ corrigendum if any.

"We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the bid security/Performance Security."

Name _____

Business Address _____

Place: _____

Date: _____

SECTION - X

PRICE SCHEDULE FORMAT

	1	2	3	4	5	6	7
Particular	Medical Oxygen (Per M ³ of gas) For Type A/AA/B	Medical Oxygen (Per M ³ of gas) For Type D	Nitrous Oxide (Per M ³ of gas) Bulk	Nitrous Oxide small cylinder (Per M ³ of gas)	CO ₂ per kg.	Aviator Breathing 200 bar/ cylinder	Compressed Nitrogen (Per M ³ of gas)
Tentative Annual Consumption							
Cost							
Transportation Cost							
Loading/ Unloading							
% of GST							
Amount of GST							
Final Price incl. all above							
Total							

Note:

1. Bidders can quote for one or any or all of the medical gases mentioned in the tender document and in the Price Schedule Format.
2. Evaluation of bids (L-1) will be based on the lowest total lump-sum amount quoted by the bidders for one or any or all of the Medical Gases for award of the contract.
3. If during the bid evaluation process, in case the L-1 bidder withdraws its bid, there will be provision for the Purchaser to go to L-2 bidder provided L-2 bidder agrees to match with L-1 price.

SECTION – XII
MANUFACTURER’S AUTHORISATION FORM

The ED & CEO
All India Institute of Medical Sciences, Vijaypur
Jammu-184120, India.

Dear Sir,

Ref: Your TE document No _____ dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the bid*) having factories at _____, hereby authorize Messrs _____ (*name and address of the agent*) to submit a bid, process the same further and enter into a Rate Contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this bid for the following reason(s):

_____ (*please provide reason here*).

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 bid, process the same further and enter into a Tender Enquiry Document with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of Rate Contract/Purchase Order placed on the authorized agent and the spares for the equipment shall be available for at least 10 years from the date of supply of equipment.

We also confirm that the price quoted by our agent shall not exceed the price 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 a person competent and having the power of attorney to legally bind the manufacturer.*
2. *Original letter may be sent.*

SECTION - XIII

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

WHEREAS _____ (Name and address of the supplier)
(Hereinafter called "the supplier")
has undertaken, in pursuance of Rate Contract No. _____
dated _____ valid from _____ to _____ for supply
_____ (*insert description of goods*)
(Hereinafter called "the Contract").

To AIIMS, Vijaypur, Jammu - 184120
(Hereinafter called "the Purchaser")

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (*insert Amount of the guarantee in words and figures*), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee will remain in force up to _____ (*insert last date of currency of Rate Contract plus Warranty Period (if applicable) plus additional Ninety days*) and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with date of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

SECTION – XIV

RATE CONTRACT FORM FOR GOODS

(To be executed on Non-Judicial Stamp Paper worth of Rs. 100/-)

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES
Vijaypur, Jammu-184120**

Rate Contract No _____ dated _____

To _____

(insert name of Supplier with address)

This is in continuation to this office's Notification of Award No _____ dated _____

1. Name & address of the Supplier: _____
2. Advertised Tender Enquiry No. of Tender Documents: _____ and subsequent Amendment No. _____, dated _____ (if any), issued by the Purchaser.
3. Supplier's Bid No _____ dated _____ and subsequent communication(s) No. _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this Tender Document.
4. In addition to this Contract Form, the following documents etc. which are included in the Tender Enquiry Documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this Rate Contract:
 - (i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) Schedule of Requirements;
 - (iv) Technical Specifications;
 - (v) Tender Acceptance Form uploaded by the supplier;
 - (vi) Price Schedule(s)/BOQ uploaded by the supplier in its Bid;
 - (vii) Manufacturers' Authorization Form (if applicable);
 - (viii) Purchaser's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of Rate Contract referred to above. Further, the definitions and abbreviations incorporated under

clause 1 of Section II – “General Instructions to Bidders” of the Tender Enquiry Document shall also apply to this Rate Contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(i) Brief particulars of the goods which shall be supplied/ provided by the supplier against Rate Contract are as under:

Item No.	Brief Description of Goods	Unit	Unit Price (in INR)	GST Rate (in %age)	Total Unit Price with GST (in INR)

(ii) Terms of Delivery: Free Delivery At Site

(iii) Delivery schedule: 45 Days from the Date of Issue of Purchase Order.

(iv) Performance Security of Rs. _____ valid up to _____ to be furnished by _____

6. Currency of Rate Contract from: _____ to: _____

7. Warranty Period/Shelf Life: One Year from the date of acceptance of goods/ At the time of supply, the supplier will supply fresh stock, and the remaining shelf life should be more than two-third of shelf life.

8. Payment terms: As per General Conditions of Contract

9. The Supplier will supply the goods as per Rate Contract against Purchase Orders issued by various Centres/ Hospital/ Section/ Departments/ Store Sections of AIIMS Jammu.

(Signature, name and designation of the Purchaser authorized official) for and on behalf of Executive Director, AIIMS Jammu, may be called as First Party

Received and accepted this Rate Contract

(Signature, name and address of the supplier's executive duly authorized to sign on behalf of the supplier, may be called as Second Party)

for and on behalf of _____
(Insert Name and address of the supplier)

(Seal of the Supplier)

Date: _____

Place: _____

SECTION – XV

Eligibility Declarations

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Tender Document No. / Tender No. AIIMS/JMU/NIT/2024/6 Dated 28th March 2024; Tender Title- Notice Inviting tender for supply of medical gases service to AIIMS, Vijaypur, Jammu

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.]

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the bidder)

We hereby confirm that we comply with all the stipulations of Tender Document and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

- 1) **Legal Entity of Bidder:** _____
- 2) **Bidder/ Agent Status:** _____
- 3) We solemnly declare that we (including our affiliates or subsidiaries or constituents):
 - (a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
 - (a) (including our Contractors/ subcontractors for any part of the contract):
 - i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes; and/ or
 - ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes

of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new “Allied Firm”, consequent to the above disqualifications.

- (b) Do not have any association (as bidder/ partner/ Executive Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
 - (c) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
 - (d) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
- 4) Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- a) We are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- b) We shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*

5) **MSME Status:**

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:.....
- b) We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as proof of our being MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.

c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

6) **Start-up Status**

we confirm that we are/ are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

7) **Make in India Status:**

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

a) **Self-Certification for the category of suppliers:**

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

- Class-I Local Supplier/
- Class-II Local Supplier/
- Non-Local Supplier.

b) **We also declare that.**

- There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered Services, or
- We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Services.

8) **Self-Declaration by Indian Agents of Foreign Principals**

a) Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws – are submitted as part of Declaration by Agents/ Associates of Foreign Principals annexed herewith.

- b) Agency Agreement shall be submitted with Declaration by Agents/ Associates of Foreign Principals. It shall cover
 - i) the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and
 - ii) any payment the agent or associate receives in India or abroad from the foreign principal, whether a commission or a general retainer fee.
- c) Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, are listed in Form 1.3 annexed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).
- d) The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder is detailed in Form 1.3.
- e) Confirmation is given in Form 1.3 herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the Procuring Entity in India, in equivalent Indian Rupees on satisfactory completion of the Project or delivery of Services.

9) **Penalties for false or misleading declarations:**

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[name & address of Bidder and seal of company]

SECTION – XVI: Integrity Pact

(To be signed on Plain Paper)

(To be submitted as part of Technical bid)

Tender Document No. / Tender No. AIIMS/JMU/NIT/2024/6 Dated 28th March 2024; Tender Title- Notice Inviting tender for supply of medical gases service to AIIMS, Vijaypur, Jammu

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of _____2024 at _____, India.

BETWEEN

Procuring Organisation, ----- through Head of the Procuring Organisation, for and on behalf of President of India (hereinafter called the “The Principal”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/ s. _____ (hereinafter called the “The Bidder/ Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

‘The Principal’ intends to award, under laid down organizational procedures, contract/ s for _____, ‘The Principal’ values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the ‘The Principal’

(1) ‘The Principal’ commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information

through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal shall exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

Section 2 - Commitments of the 'Bidder/ Contractor'

(1) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.

c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.

e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

(1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.

(2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which

constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Procuring Organisation.

(3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recuse himself/ herself from that case.

(5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

(7) The Monitor shall submit a written report to the Head of the Procuring Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it

to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organisation.

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., Jammu.

(2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

(3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.

(5) Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

For and on behalf of the principal

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of 'Bidder/ Contractor.'

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of the principal

Place

Date

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)



Appendix to Integrity Pact

Guidelines for Indian Agents of Foreign Suppliers

1.0 There shall be compulsory registration of agents for all Global (Open) Tender & Limited Tender. An agent who is not registered with 'The Principal' shall apply for registration in registration form with appropriate unit.

1.1 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the Principal confirming the agency agreement. It should cover - the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender. Any commission/ remuneration/ salary/ retainer ship, which the agent or associate receives in India or abroad from the Principal, whether should be brought on record in the Agreement and be made explicit.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary, or a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalizing the order.

2.0 Disclosure of particulars of agents/ representatives in India, if any.

2.1 Bidders of Foreign nationality shall furnish the following details in their offers:

2.1.1 The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the agents/ representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is an existing Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.

2.1.3 Confirmation of Bidder that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by 'The Principal' in Indian Rupees only.

2.2 Bidders of Indian Nationality shall furnish the following details in their offers:

2.2.1 The 'Bidder/ Contractor' of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing the agent specifically to make an offer in India in response to tender either directly or through the agents/ representatives.

2.2.2 The amount of commission/ remuneration included in the price (s) quoted by Bidder for himself.

2.2.3 Confirmation of the foreign principals of Bidder that the commission/ remuneration, if any, reserved for Bidder in the quoted price(s), may be paid by 'The Principal' in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Services.

2.3 In either case, in the event of contract materializing, the terms of payment shall provide for payment of the commission/ remuneration, if any, payable to the agents/ representatives in India in Indian Rupees on expiry of 180 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in clauses above shall render the concerned bid liable to rejection or, in the event of a contract materializing, the same liable to termination by 'The Principal'. Besides this, there would be a penalty of banning business dealings with 'The Principal' or damage or payment of a named sum.

Section-XVII			
Checklist of documents to be submitted with bids.			
S. No.	Parameter	Supporting Document	Page number
1.	Details of EMD/Bid Security submitted/ Exemption, if any, with supporting documents. As per Section-XI .		
2.	Tender Acceptance Form as per Section-IX on firm's letter head.		
3.	Manufacturer's Authorization Form as per Section-XII .		
4.	Documents regarding the Constitution of the firm/ownership/partnership/ incorporation.		
5.	Photo-copies of IT/ PAN		
6.	Photo-copies of GSTN Registration Certificate		
7.	Undertaking as per tender format- Annexure-1		
8.	Undertaking related to Overall Maintenance as per tender format- Annexure-2		
9.	Proof of experience as per tender condition. Refer Performa-I (Annexure-3)		
10.	Additional Information by Bidder as per tender format Annexure-4		
11.	Satisfactory past performance certificates and past Contracts copies as per tender condition.		
12.	Authorization Letter/ Power of attorney to sign the tender document on behalf of the firm on firm's Letter head- Annexure-5 .		
13.	Financial standing details submitted by the bidder to the Income Tax Department or equivalent Competent Authority during 2019-20, 2020-21, 2021-22. Annexure-6 .		
14.	Non Conviction Certificate Undertaking on non-judicial stamp paper of Rs.100/- as per tender format. Annexure-7 .		

15.	ADDITIONAL IMPORTANT: TERMS & CONDITIONS OF THE CONTRACT. Annexure-8.		
16.	Duly CA certified annual turnover, balance sheet and IT returns of the last three financial years (2019-20, 2020-21, 2021-22)		
17.	Non-blacklisting certificate on firm's letterhead.		
18.	Affidavit that the firm has no Vigilance case/ CBI/ FEMA case pending against it on firm's letterhead.		
19.	Clause by Clause technical compliance of all the above technical & quality parameters including deviations, if any, with justifications on firm's letter head.		
20.	Fall Clause undertaking on firm's letter head.		
21.	The firm should have one or more Manufacturing/ Storage unit in North India		
22.	The firm should have valid license for storage, filling and cylinders testing license issued by the CCOE (Explosive Department) Nagpur.		
23.	Valid certifications like ISO 9001, Environmental Management Systems (ISO 14001) and Occupational Health & Safety Advisory Services (ISO 45001)		
24.	Manufacturing facility should have valid ISO 9001:2000 /EN ISO 9001:2000/ ASQC 9001:2000.		
25.	Shall have experience of 05 or more years with their own manufacture, maintenance, transportation of Medical Gases.		
26.	License/ Certificate/ approval issued by State/Centre Pollution Control Board/competent authority.		
27.	In case the firm quotes imported brands of certain items on behalf of their foreign principals/Manufacturers which come under the provision of DRUG & COSMETIC ACT & RULES, requiring mandatory formalities with Central Drug Standard and Control Organization (CDSCO) Ministry of Health And Family Welfare Govt. of India and certificate/ licence (FORM 10) issued by (CDSCO) must be uploaded in "Other Documents", failing which the offer for such items will be rejected.		

28.	Copy of valid Explosive Department Certificate for Storage, Transportation and Filling & Testing of Cylinder issued by authority with Date of expiry		
29.	ISO/CE/ISI/USFDA/IP/BP/USP as mentioned in the specification of tender items, failing which the offer for such items will be rejected		
30.	Eligibility Declaration as per the Format. Section-XV		
31.	Integrity Pact as per Format Section-XVI		
32.	Any other documents, if required.		
