



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL

Saket Nagar, Bhopal-462020 (India)

Website : www.aiimsbhopal.edu.in Email: etender@aiimsbhopal.edu.in

E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

E-Tender Document

E-TENDER Id: AIIMSBPLHOSP161700116112016

Annual Rate Contact for Refilling & Supply of Medical Gases for AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 (MP)

Notice Inviting Tender

On behalf of **Director, AIIMS Bhopal, Medical Superintendent** invites **open E-Bids** in the **Three Bid System** (i.e. **Pre-qualification Bid, Technical Bid and Financial Bid**) from eligible Manufacturers/Firms/Companies/Authorized Agents/Distributors/ Dealers on line through **E-procurement solution portal of AIIMS Bhopal** (<https://www.tenderwizard.com/AIIMSBHOPAL>) on mutually agreed terms and conditions and satisfactory performance for the Refilling and Supply of Medical Gases to AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020, India and supply of items as per the Specifications details at **Annexure-I**.

Important: The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

The Bidder shall bear all costs associated with the preparation and submission of its bid and Client will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.



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e-TENDER SCHEDULE

Date of availability of E-Tender document in the AIIMS Bhopal E-Tendering Solution portal www.tenderwizard.com/AIIMSBHOPALwww.aiimsbhopal.edu.in and CPP Portal www.eprocuregov.in for downloading/participating	: As per e-Tendering Portal of AIIMS Bhopal https://www.tenderwizard.com/AIIMSBHOPAL
Pre-Bid Meeting	: As per e-Tendering Portal of AIIMS Bhopal https://www.tenderwizard.com/AIIMSBHOPAL in the Office of Medical Superintendent, AIIMS Bhopal Hospital, Saket Nagar, Bhopal
Last Date of downloading/participating in the E-Tendering Solution for this E-Tender	: As per e-Tendering Portal of AIIMS Bhopal https://www.tenderwizard.com/AIIMSBHOPAL
Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope	: As per e-Tendering Portal of AIIMS Bhopal https://www.tenderwizard.com/AIIMSBHOPAL in the Tender box kept in the Office of the Medical Superintendent, AIIMS Bhopal Hospital, Saket Nagar-462 020 (MP)
Date, Time & Place of Opening of Pre-Qualification Bid Document	: Online as per e-Tendering Portal of AIIMS Bhopal https://www.tenderwizard.com/AIIMSBHOPAL and desired Hard Copies in the Office of Medical Superintendent, AIIMS Bhopal Hospital,
Date, Time & Place of Opening of Technical Bid	: The Technical Bid of Pre-Qualified Bidders only will open online as per the schedule given in the https://www.tenderwizard.com/AIIMSBHOPAL
Tender Document Cost payable to AIIMS Bhopal	: Rs.1050/- (One Thousand Fifty Only) inclusive of 5% VAT, Non Refundable by way of DD/Banker's Cheque in favour of "Director, AIIMS Bhopal", hard copy must accompany with Pre-Qualification Bid Envelop.
E-Tendering Solution processing fee for providing online participation support & necessary DSC Certificates to Vendor for participate in Online E-Tender process	: As applicable and displayed on https://www.tenderwizard.com/AIIMSBHOPAL and payable to www.tenderwizard.com directly By the prospective Tenderer
Estimated Annual Cost of Items	: Rs. 25,00,000/- (Rupees Twenty Five Lakh only)
EMD	: Rs. 1,00,000/- (as per Table No. 1 given below in NIT) in the form of FDR/BG/DD from the nationalized bank valid for Nine Months (270 Days) period in favor of Director, AIIMS Bhopal.

Ernest Money Deposit:

EMD in the form of FDR/Bank Guarantee/Demand Draft drawn from any scheduled Nationalized Bank in favour of “Director, AIIMS Bhopal”, payable at Bhopal accompany with Pre-Qualification Bid Envelope. The AIIMS Bhopal will not pay any interest on any EMD Amount to any Tenderer.

Table No. 1: EMD Amount

Tender Item No.	Brief Description of required Medical Gases (Schedule of requirement given at Annexure-I in this Tender Document)	EMD (in Rs.)
1	Medical Oxygen in Bulk Cylinder (7.1 Cum) as per IP -2010	1,00,000.00
2	Medical Oxygen in B Type Cylinder (1.43 Cum) as per IP –2010	
3	Medical Oxygen in A TYPE Cylinder (0.68 Cum) as per IP -2010	
4	Medical Nitrous Oxide in Bulk Cylinder (17 .1 Cum) as per IP -2010	
5	Medical Nitrous Oxide in A Type Cylinder (1.7 Cum) as per IP –2010	
6	Medical CO2 in Jumbo Type Cylinder (15.5 Cum) as per IP -2010	
7	Liquid Nitrogen Colorless, Odorless, Non-inflammable, cryogenic liquid of the purity of 99.99%, H ₂ O <3 ppm, O ₂ <5 ppm, Odor: None	
8	Nitrogen Gas in Bulk Cylinder (8.42 Cum), Nitrogen compressed, Colorless, Odorless, Non-inflammable, inert gas of the purity of 99.99%, H ₂ O <2 ppm, O ₂ <2 ppm, CO ₂ <0.1 ppm, Halocarbons < 500 ppt (8.42 Cum) as per IP-2010	
Tenderer needs to be deposit the EMD Amount as per above (Rs. 1,00,000/- in words Rs. One Lakh only), whether he will participate in any of Medical Gas given as above or participate in all Medical Gas items in the Form of FDR/Bank Guarantee/DD in favour of “Director, AIIMS Bhopal”, payable at Bhopal and its legible scanned copy must uploaded in the E-Tendering Solution and Hard copy of EMD should be submitted along with pre-qualification documents in the Pre-Qualification Envelope before the Date of Submission of Bid in the Box kept in the Office of Medical Superintendent, UGF, Near Registration Counter, Hospital Building, AIIMS Bhopal, Saket Nagar, Bhopal-462020 (MP) India.		

Clarification on Bidding Documents

The prospective Bidder requiring any clarification about bidding documents may seek clarification in writing on the tender document during pre-bid meeting which shall be held at **3:00 PM onward on scheduled Date as mentioned in the e-procurement portal**. The clarification of the queries would be uploaded on the website for Bidders information. Bidders are required to consider all the clarifications/amendments while preparing their bid proposals. **Therefore, Bidders are requested to visit the said website on regular basis for checking necessary updates. These changes can be incorporated until 7 days before the last date of bid submission.**

Amendments in Bidding Documents

At any time till **7days** before the deadline for submission of bids, the Client may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document through amendment. All amendments will be posted on the website regularly. Client shall not be responsible to notify the amendments to individual bidders. All amendments by the client till 7 days before the deadline for submission of bids, shall be binding on the participatory bidders.

**(Medical Superintendent)
AIIMS Bhopal**

Three Bid System Terms & Conditions

The tender shall be submitted in 3 (Three) parts online:

- (i) **Pre-qualification Bid:** Only the pre-qualification bids shall be opened first and read out before the bidder.
 - (ii) **Technical Bid:** Technical bid of pre-qualified tenders shall be opened.
 - (iii) **Financial Bid:** The Financial Bids of bidders, who qualify at Technical Bid Stage, will be opened thereafter.
- **Validity of Tender and Rate Contract Period:** The validity of the Bid tender Document shall be for 180 days and after the acceptance and issue of Notification of award/conclusion of Rate Contract in the Format given at **Annexure-XIII**, the accepted rates shall be valid for Two year extendable further Six months period on mutual agreement basis after completion of initial Two year period.
- **EMD (Refundable after expiry of the tender on e-procurement solutions):** AS PER SCHEDULE ON E-PROCUREMENT PORTAL (NIT Table No.1) against this Tender Notice:
- No interest shall be payable by the purchaser on the Earnest Money Deposit.
 - **Exemption:** Firms registered with NSIC (for sale or medical equipment) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Govt. of India/State Government departments/Undertakings are also exempted from EMD. However, the respective firm/departments have to submit the relevant certificate (NSIC etc.) to avail this exemption.

Interested Bidder can view this e-Tender Document in the AIIMS Bhopal website (www.aiimsbhopal.edu.in) and e-tendering portal of AIIMS Bhopal (<http://www.tenderwizard.com/AIIMSBHOPAL>).

Bidders can participate in this e-Tender "Online" only through e-Tendering portal (<http://www.tenderwizard.com/AIIMSBHOPAL>).

All rows & columns on prescribed format should be filled and not left blank, may be struck as not applicable. Each document should be serially numbered and duly signed by the bidder with the rubber stamp of the firm on each page.

(i) Pre-qualification Bid:

- (1) **Hard copies of documents to be submitted on or before closing the bid:**
(Absence of the any documents tender may be rejected). Serial Number of submitted documents should be in sequence as mentioned below:
 - **Hard Copies of EMD, Tender Document Fee, Undertakings (A, B, C & D below)** in the Pre-Qualification Bid documents in a sealed envelope in original in the Tender Box Kept in the Office of Medical Superintendent, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 on or before Closing of the bid **superscripted** as

"Pre-Qualification Bid"

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Complete details of the bidder should also be mentioned on envelop.

- A. EMD (as per NIT Table No. 1) in the form of FDR/BG/DD in the format given at “Annexure-XI” from nationalized Bank, in favor of “Director, AIIMS Bhopal” valid for Nine months (270 Days) period.
- B. Tender Document fee in way of Demand Draft/Banker’s Cheque in the name of “Director, AIIMS Bhopal”. (Nonrefundable)
- C. Original copy of Undertaking for acceptance of all Terms & Conditions mentioned in this E-Tender on Non Judicial Stamp Paper worth of Rs. 100/- as per Annexure - II, duly attested by notary public.
- D. Original copy of Undertaking for Criminal Liability on Non Judicial Stamp Paper worth of Rs. 50/- as per Annexure - III, duly attested by notary public.

(2). Prequalification Bid Documents needs to be uploaded on e-tender solutions:

- I. The scanned copies of the above said documents (A, B, C, & D) shall also be submitted along with the online tender document in the E-Tendering portal of AIIMS Bhopal (i.e. <https://www.tenderwizard.com/AIIMSBHOPAL>) in the Pre-Qualification Bid Slot.
- II. Signed and Scanned Copy of Valid Registration certificate in the name of Firm.
- III. Signed and Scanned Copy of TIN Certificate showing clearly TIN Number of the firm and latest two quarters VAT/ST returns filed by the participating company as applicable for current financial year 2015-2016/2016-2017.
- IV. Signed and scanned copy of PAN Card of the firm/company / proprietor.
- V. Signed and scanned copy of Income Tax return of the firm/company for the last three financial years (i.e. FY-2013-14, 2014-15 and 2015-16).
- VI. Signed and attested legible scanned copies of Audited Balance sheets clearly showing Turnover including Profit/Loss Figures duly signed by the Company Secretary/Chartered Accountant for during last three Financial Years (FY 2013-14, 2014-15 and 2015-16) of the participating firm should be required of the value in Rupees as per below mentioned Table:-

Mandatory Requirement	Average Turnover requirement (in Rs.)
Last Three FY’s (2013-14, 2014-15 and 2015-16) Average Turnovers should be required for this Tender Participation	7,50,000/-(Seven Lakh Fifty Thousand Only)

- VII. Signed & scanned copy of the authorization from proprietor / owner to be given the person who will sign the documents in case of owner/proprietor is not signing the tender document.
- VIII. Signed and Scanned Check list of Pre-qualification required documents as per Annexure-IV.

Note: All above documents shall be uploaded on e-tender solutions serially and page numbered legibly. E-bid with absence of any document will invite rejection bid and no further communication in any form shall be entertained i.e. above documents are mandatory for qualification to next stage of the bid.

Only those bidders who qualify the Pre-Qualification Stage after evaluation of above said Pre-Qualification documents uploaded in the E-Tendering solutions and submitted desired Hard Copies as per (A) EMD as per NIT Table No. 1, (B) Tender Document Fee, (C) Undertaking for acceptance of all Terms & Conditions, (D) Undertaking for Criminal Liability above shall be considered for Technical Evaluation and shall intimated separately.

NOTE

The original copies of first Four documents i.e. EMD (FDR/Bank Guarantee) & Tender Cost Fee (DD/Banker's Cheque), Undertaking for Acceptance of Terms & Conditions and Criminal Liability undertaking shall be submitted in physical form in the Tender Box kept in the Office of Medical Superintendent, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020(MP) India on due date of tender before opening of the Pre-qualification Bid in a sealed envelope super scribing the Group Name , number and Name and address of bidder. Only above said documents are to be submitted in physical form. No need to submit other documents. Tender shall not be accepted if the bidder fails to submit these documents. In case uploaded copy is not legible, bidder shall be asked to submit self-attested copy of the illegible document.

Important Note:-Only those bidders who qualify the Pre-Qualification Stage shall be considered for Technical Evaluation.

(ii) TECHNICAL BID

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The technical evaluation will be done by duly constituted technical committee by competent authority.

- (1) Scanned copies of following documents needed to be submitted on or before closing the bid: **(Absence of the any documents tender may be rejected)**
 - I) Signed and scanned Copy of ISO 32: 1977 applicable for Medical Gas cylinders must up-loaded.
 - II) Signed and scanned Copy Undertaking for complying Gas Cylinders Rules, 2004 and Explosives Act, 1884 (4 of 1884) on participating Agencies Letter head must uploaded.
 - III) Signed and scanned Copy Drug License copy for sale of Medical Gases issued by competent Authority must up-loaded.
 - IV) Signed & scanned copy of the Technical bid “**Annexure-V**”
 - V) Signed and Scanned copy of schedule of requirement (ANNEXURE-I) indicating items quoting for bid.
 - VI) Signed and Scanned copy of Declaration in case of manufacturer or copy of current contract/Authorization – between manufacturer and distributor /bidder as the case may be in the format given at “**Annexure-X**”.
 - VII) Signed and scanned copies of Declaration / authorization from the manufacturer.
 - VIII) Signed & scanned copies of previous three clients Performance Reports for whom the participating Bidder company previously supplied Medical Grade Oxygen, Nitrous Oxide, Carbon Di Oxide, Nitrogen Gas in cylinders and Liquid Nitrogen in Containers as per IP2010(Indian Pharmacopoeia) standards Installation executed by them for identical/similar

stores for any Government Hospital /Govt. Institution of India/PSUs, with copies thereof, in the last three years.

- IX) Signed and Scanned Check list of Technical Bid required documents as per “**Annexure-V(a)**” must uploaded in the respective Technical Bid Documents Slot in the e-Tendering solution.

(iii) FINANCIAL BID

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Complete contact details of the bidder should be mentioned on envelop.
(Also submit signed & scanned copies of above documents)

1. Determination of L-1 Agency for Award of Work:
The L1 shall be decided based on the lowest quoted rates item wise. The Contract shall be awarded to agency whose item wise L1 rates are for maximum items in schedule of requirement i. e. Annexure-I. He shall be asked to match the L1 rates of other items in which his quoted rates are higher than L1 rates quoted by other Vendors.
2. Rates for the respective Medical Gases inclusive of Cylinder Rental, Supply and Refilling, Transportation Charges, any other expenses up to F.O.R. (AIIMS Bhopal), Taxes etc. should be quoted in the given format “**Annexure VI**” by the Bidder Agency. All quoted rates should be inclusive of everything viz. Rental of provided Cylinders, Refilling of respective Medical Gases, Transportation of empty Cylinders from AIIMS Bhopal to Refilling Facility and supply back of refilled Cylinders to AIIMS Bhopal premises, Safety Items, Taxes etc. **Quoted Price means that all such expenses have been taken in account by the Bidder and are inclusive in the Quoted Offered Price.**
3. The rates should be quoted in Indian Rupees in figure as well as in words only.
4. Signed and Scanned Check list of Financial Bid required documents as per “**Annexure-VIII(a)**” must uploaded in the respective Financial Bid Documents Slot in the e-Tendering solution.
5. The Bidder should also kept following points in mind during offering his price quotation against this Tender Enquiry:-
 - I. No increase in quoted price and change in quality of product will be allowed during the validity of Rate Contract period.
 - II. Bidder will quote firm rates inclusive of all Taxes & expenditure upto F.O.R. to AIIMS Bhopal basis. No condition like discount in price, free goods/incentives/accessories will be accepted towards finalization of the tenders. Rates should be according to a unit e.g. cost per unit item as asked in Financial Bid and not in any other form. Quoting of rates in variation to the prescribed unit will authorize the Competent Authority to cancel the quotation without any information to the bidder.

- III. No item should be quoted with price more than the prevailing M.R.P. of these items. The prices should be quoted strictly in accordance with unit/quantity mentioned in the Financial Bid format.
- IV. **Fall Clause:** If at any time during the execution of the Rate Contract, the Contractor/Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Bhopal Hospital/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he shall forthwith notify Medical Superintendent, The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to AIIMS Bhopal by the Bidder or AIIMS Bhopal will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.

(Medical Superintendent)
AIIMS Bhopal

GENERAL TERMS AND CONDITIONS

1. Pre-Qualified Bidders are required to arrange a demonstration of their offered Medical Gas Cylinders (if required), preferably within the Hospital premises for Technical Evaluation at AIIMS Bhopal along with list of Medical Gases Cylinders with its detailed technical specifications as per Schedule of Requirement as given in Annexure-I. The Tenderer demonstrate the participating Medical Gas Cylinders at AIIMS Bhopal site on **date fixed by the technical committee** duly constituted by competent authority. Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of organizing such demonstration shall be borne by the bidder.
2. Tenders should be quoted only by the actual manufacturer or their authorized distributors, who have the facility and capability of refilling of Medical Gases as per applicable statutory compliance. The Tenderer should submit a current authority letter in support of the same from the actual manufacturer concerned in the format given at "**Annexure-X**". The bidder is responsible for the supply of numbers of refilled Medical Gases Cylinders to AIIMS Bhopal. If the Principal Manufacturer withdraws rights of distribution from the bidder during validity period of rate contract, Director, AIIMS Bhopal has right to cancel the eligibility of the bidder and accept the candidature of new coming authorized distributor. For supplying items at approved rates new coming firm may have to deposit the EMD.
3. The Medical Gases Cylinders offered should not be obsolete/out of production for next 5 years, they should be supplied with proper applicable color code, clear marked, Cylinder Numbers, non-leaking etc. as per the standard statutory practices i.e. IP-2010.
4. **Spare Parts:** The separate price list of all spares and accessories and consumables, if any, (including minor) required for maintenance and repairs in future during the Rate Contract currency period must be uploaded in the Format given at "**Annexure-VII**" failing which quotation will not be considered.
5. The bidder should quote rates of optional accessories / consumables / spares as per "**Annexure-VII**" and the rates should be valid till the validity of the contract.
6. Bidders are required to quote strictly as per specification of the equipment. Deviation is to specification, it must be brought out clearly giving deviation statement in **Annexure-V**.
7. The bidder should submit an undertaking for acceptance of Terms & Conditions "**Annexure-II**" to the effect that they have necessary infrastructure for refilling and supply of Medical Gases to AIIMS Bhopal during entire period of this Rate Contract.
8. The firms should confirm that the Medical Gases will supplied in those Cylinders which are brand New, non-leaking, properly refilled and is of latest technology and have facility for up gradation, if necessary as per prevailing Standards.
9. The Supplier Agency/Bidder shall comply with all legal requirements under the Contract Labour act.
10. The Tenderer submitting a tender would be considered to have gone through and accepted all the terms & conditions. No enquiries, verbal or written shall be entertained in respect of acceptance/rejection of the tender afterwards.

11. Any action on the part of the tenderer to influence anybody in the hospital at AIIMS Bhopal is liable for rejection of the tender.
12. The tenderer shall provide a Judicial Stamp Paper of worth Rs. 100/- within 15 days in the name of his agency and "Director, AIIMS Bhopal" on issuing of Notification of Award of tender for execution of Annual Rate Contract with AIIMS Bhopal.
13. The Bidder/ Agency shall not engage any Sub Contractor or Transfer the Contractor to any other person during the concurrency of this Annual Rate Contract.
14. If the services are not up to satisfaction of the AIIMS Bhopal Concerned Authorities, payment in part or full may be deducted and the contract for the remaining period may be terminated on giving One month prior notice.
15. In the event of any breach/violation or contravention of any terms and conditions contained therein by the Bidder/Contractor/Agency, the said Performance Security Deposit will be forfeited in total.
16. The bidder will provide the required number of Cylinders to AIIMS Bhopal Hospital and will quote their price in the Financial Bid in the Specified Column on account of Rent for Cylinder provided to AIIMS Bhopal and these Cylinders are required to be utilized for supply and refilling of Medical Gases in the concurrency of Annual Rate Contract Period on FOR to AIIMS Bhopal only and the Selected Agency shall not takeout these Cylinders without prior intimation and approval of Competent Authority/Controlling Authority from AIIMS Bhopal premises on each occasion for refilling.
17. The bidder must supply Medical Grade Oxygen, Nitrous Oxide, Nitrogen, Carbon Oxide and Liquid Nitrogen in cylinders as per IP2010(Indian Pharmacopoeia) standards.
18. The bidder should arrange to deliver filled up cylinders & collect empty cylinders from AIIMS Bhopal premises.
19. The bidder should have suitable arrangements for emergency supplies and also have round the clock service.
20. The supply will be based on rental type for Oxygen, Nitrous Oxide, Carbon Dioxide and Nitrogen for Jumbo/B-Type/A-Type cylinder's.
21. Proper steps should be taken from vendor side on cylinders safety, maintenance &arranging safety and operation training for manifold operator for its proper handling.
22. There should be proper color coding for Oxygen, Nitrous Oxide, Carbon Dioxide and Nitrogen cylinders.
23. The cylinders from the bidder side should have PROPER VALVE GUARD with anti-tamper sealing.
24. Bidders should have its own IP (Indian Pharmacopoeia) testing labs at their Medical Gases production facilities or should associated in any IP testing Lab (preferably in Bhopal City).

25. The cylinders should be checked and tested as per the PESO (PETROLEUM AND SAFETY ORGANIZATION) rules and regulations and every year.
26. It is desirable that the firm should comply ISO 32 : 1977 applicable for Medical Gas cylinders and relevant applicable IS Codes for refilling and supply of Medical Gases.
27. It is desirable that the firm should comply Gas Cylinders Rules, 2004 and Explosives Act, 1884 (4 of 1884) and following provisions of above said Rule and Act should required to be strictly comply by the Bidder Company:-

(1) Filling, possession, import and transport of cylinders: -

- (1) No person shall fill any cylinder with any compressed gas or import, possess or transport any cylinder so filled or intended to be filled with such gas unless:-
 - (a) such cylinder and its valve have been constructed to a type and standard specified in Schedule I of Gas Cylinders Rules, 2004 and Explosives Act, 1884 (4 of 1884) as amended from time to time by an order issued by the Chief Controller;
 - (b) the test and inspection certificates issued by the inspecting authority in respect of cylinder and its valve are made available to the Chief Controller and prior approval of the said authority is obtained.
- (2) For obtaining approval under Clause (b) of sub rule (1) of Gas Cylinders Rules, 2004 and Explosives Act, 1884 (4 of 1884), the following particulars shall be submitted to the Chief Controller: -
 - (i) total number and serial numbers of the cylinders;
 - (ii) name and address of the manufacturers of the cylinders;
 - (iii) specification of the cylinders and the valves;
 - (iv) previous approval, if any;
 - (v) the test and inspection certificates in respect of the cylinders
 - (vi) the test and inspection certificates pertaining to the valves fitted/to be fitted to the cylinders;
 - (vii) scrutiny fee as specified in Schedule V.
- (3) The test and inspection certificates required to be obtained from the inspecting authority in respect of cylinders and valves inspected and certified by it in accordance with the approved design and specification or code shall give the information included in Schedule II of Gas Cylinders Rules, 2004 and Explosives Act, 1884 (4 of 1884).
- (4) (a) Any person desiring to manufacture cylinders, valves, LPG regulators attached to self-closing valves, multi-function valves and other fittings shall obtain approval from the Chief Controller and in order to seek such approval, submit the particulars set forth in Schedule III of Gas Cylinders Rules, 2004 and Explosives Act, 1884 (4 of 1884) and scrutiny fee as specified in Schedule V of Gas Cylinders Rules, 2004 and Explosives Act, 1884 (4 of 1884) together with design drawings and calculations duly endorsed by Inspecting Authority.

(b) For any subsequent changes in the design drawing, a fresh approval shall be obtained.
- (5) Notwithstanding anything contained in sub rule (1) cylinders of specifications not conforming to the specifications specified in Schedule I and imported into India for filling and shipment to the country of origin or supply to a foreign going vessel touching Indian port, could be filled with such gas, provided:
 - (a) the cylinder has passed the hydrostatic test or hydrostatic stretch test, as the case may be, within the period specified in these rules and the pressure applied during the test shall be the test pressure marked on the cylinder;
 - (b) the cylinder is not filled with-
 - (i) any liquefiable gas in excess of the filling ratio specified in IS:3710 for low pressure liquefiable gases and IS:8866 for high pressure liquefiable gases;
 - (ii) any permanent gas at a pressure in excess of the pressure for which the cylinder is

designed;

- (c) a separate record of the cylinder tested and filled is maintained at the filling station;
- (d) the filled cylinders are removed from the filling station and shipped off as expeditiously as possible.

(2) Valves.- (1) Valves fitted to gas cylinders shall comply in all respects with the following specifications namely:-

- (a) in respect of industrial gas cylinders, IS:3224;
- (b) in respect of medical gas cylinders, IS:3745;
- (c) in respect of cylinders used with breathing apparatus, IS:7302 as amended from time to time;
- (d) in respect of cylinders used for filling liquefied petroleum gas, IS:8776 for cylinders of water capacity not exceeding 5 litres and, IS: 8737 for cylinders of water capacity exceeding 5 litres;
- (e) in respect of auto LPG containers IS:15100;
- (f) in respect of small Refrigerant cylinders IS:12300

Provided that the Chief Controller may, if he is of opinion that it is necessary so to do in the public interest, permit the use of valves not conforming to any of the above specifications.

- (2) Valves fitted to Carbon Dioxide cylinders shall be provided in the body with a safety release consisting of softened copper disc so arranged as to burst at a pressure between 200 kg/cm² and 220 kg/cm²
- (3) Valves for cylinders containing flammable gases not listed in IS:3224 shall have outlets provided with left handed screw threads for the pipes or other connections.
- (4) All other valves shall have outlets with right-handed screw threads.
- (5) The valves shall be attached to the cylinder neck by screwing and not by making any permanent attachment or inserting adapter in between.
- (6) The design of spindle-operated valves shall be such that when fitted to the cylinders it shall not be possible to withdraw the spindle under normal operating conditions.

(3) Safety relief devices –

- (1) Cylinders manufactured in India, if fitted with safety relief devices in their bodies, shall have such safety devices manufactured and maintained in accordance with IS:5903
- (2) Cylinders containing obnoxious or poisonous gases shall not be provided with any safety device.
Explanation.-For the purpose of this sub-rule, “obnoxious or poisonous gases” include Carbon monoxide, Hydro-cynic acid, Hydrogen chloride, Hydrogen bromide, Hydrogen fluoride, Sulphur dioxide, Chlorine, Methyl bromide, Nitrogen tetroxide, Nitrosyl chloride, Town gas, Hydrogen sulphide, Carbonyl chloride (Phosgene), Cyanogen, Cyanogen chloride, Fluorine and Carbon oxychloride.
- (3) Cylinders manufactured in foreign countries, approved for use in this country, if fitted with safety relief devices shall have these devices fully maintained in accordance with the requirements of the specification to which they were originally made.

(4) Marking on cylinders - (1) Marking generally:

- (a) Every gas cylinder shall be clearly and permanently marked in accordance with following conditions by stamping, engraving or similar processes:

- (i) on the shoulder of the cylinder which shall be reinforced by forging or other means, or
 - (ii) on such a part which is inseparably bound with the cylinder and which is not or only negligibly affected by the stresses due to the gas pressure within it.
 - (b) The name plate shall not be affixed to the cylinder by soldering if there is a risk of corrosion or embrittlement.
 - (c) In conjunction with the original marking, space shall be provided for stamping the test date obtained at the periodic inspection.
 - (d) Markings shall be so carried out and the letters and numerals used shall be of such shape and size that the marking is clear and easily readable and does not give place for misreading.
- (2) **Marking on permanent and liquefiable gas cylinders:**
- (a) Every cylinder shall be marked with the following markings, namely:-
 - (i) Manufacturer's, owner's and inspector's marking and rotation number (these markings shall be registered with the Chief Controller);
 - (ii) specification to which the cylinder has been made;
 - (iii) a symbol to indicate the nature of heat treatment given to the cylinder during manufacture or after repairs;
 - (iv) the date of the last hydrostatic test or hydrostatic stretch test, as the case may be, with the code mark of recognised testing station where the test was carried out and the code mark shall be registered with the Chief Controller. In the case of liquefied petroleum gas cylinders, the quarter and the year of test shall be given as an additional marking in a neck or on a shoulder plate;
 - (v) working pressure and test pressure;
 - (vi) tare weight-
 - Explanation - In the case of liquefiable gas cylinders, tare weight shall include the weight of valve fitted to the cylinder.
 - (vii) water capacity.
 - (b) All the markings, except the manufacture's markings, which may be on the base, shall be stamped on the neck end of the cylinder. However, seamless cylinders having no foot ring or skirt shall be stamped with the manufacturer's marking on the neck end of the cylinder.
- (5) **Markings on valve** - Valves fitted to the cylinder shall be clearly and durably marked in accordance with the following provisions by stamping, engraving or similar processes:
- (i) the specification of the valves;
 - (ii) year and month or quarter of manufacture
 - (iii) manufacturer's symbol;
 - (iv) working pressure
 - (v) the name or chemical symbol of the gas for which the valve is to be used;
 - (vi) the type of screw threads on the outlet, in case of left handed as (L.H.);
 - (vii) Inspector's stamp;
 - (viii) where dip tubes are provided, special indications shall be given by a clear and durable marking on the valve or on a badge fixed between the valve and the cylinder and the total length in millimeter of the tube shall also be indicated.
- (6) **Identification colours:** -
- (1) Every person filling any cylinder with any compressed gas shall, before it is stored or dispatched, see that the cylinder is painted with appropriate identification colours specified in IS:4379 for industrial cylinders and IS:3933 for medical cylinders.
 - (2) Cylinders used for new gases and gas mixtures for which identification colours are not provided in sub-rule (1) shall be painted with the colours indicated in the following table, namely: -
 - (3)

Name of the gas contained in the cylinder	Colour of the cylinder shell	Colour of band at neck end of cylinder
1	2	3
Non-flammable and non-toxic	White	Yellow (IS:5 shade No.356).
Non-flammable but toxic	White	
Flammable but non-toxic other than the LPG	White	Red (IS 5 Shade No.537).
Flammable and toxic	White	Red and Yellow (IS:5 shade Nos.537 and 356)
Gas mixtures covered in IS:4379 or IS:3933)	Major gas colour	Minor gas colour with (not band width approximately 1/5 th of the cylinder length

Explanation. - Cylinders intended for gas mixtures shall be marked with the words “Gas Mixture” or “Mixed Gas” and in addition, the cylinders shall be marked with the names (symbols, if necessary) of the components of the mixture by stamping, if the cylinders are intended for the permanent use of the particular gas mixture, or by painting, if the cylinders are intended for the casual use of the particular gas mixture.

(4) No person shall in any way interfere with or change the colour painted on a gas cylinder:-
 Provided that nothing in this sub-rule shall be deemed to prohibit the re-painting of a cylinder with the identification colour painted on it when it is required for the maintenance of the cylinder or when a cylinder is converted from one gas service to another gas service in accordance with these rules.

(7). Labeling of cylinders: –

- (1) Every cylinder shall be labeled with the name of the gas and the name and address of the person by whom the cylinder was filled with gas.
- (2) A warning in the following terms shall be attached to every cylinder containing permanent or liquefiable gas, namely: -

“WARNING”

Gas Cylinders, Rules, 2004

- (i) Do not change the colour of this cylinder.
- (ii) This cylinder should not be filled with any gas other than the one it now contains.
- (iii) No flammable material should be stored in the close vicinity of this cylinder or in the same room in which it is kept.
- (iv) No oil or similar lubricant should be used on the valves or other fittings of this cylinder.
- (v) Please look for the next date of test, which is marked on a metal ring inserted between the valve and the neck of the cylinder, and if this date is over, do not accept the cylinder for filling.

(8) Restriction on delivery or dispatch of cylinders:-

- (1) No person shall deliver or dispatch any cylinder filled with any compressed gas to any other person in India who is not the holder of a licence to possess such compressed gas cylinders or his authorized agent unless he is exempted under these rules to possess such compressed gas cylinders without a licence.
- (2) The gas cylinders delivered or dispatched by a person under sub-rule (1) shall be of the type for which he is licensed and shall not exceed the quantity which the person to whom it is delivered or dispatched is authorized to possess under these rules.
- (3) Nothing in sub-rule (1) and (2) shall apply to the delivery or dispatch of gas cylinders to the defence forces of the Union, port authorities or Railway administration.

- (9) **Repairing of seamless gas cylinders during use** - No person shall repair or cause to repair any leakage in the body of a seamless gas cylinder.
- (10) **Repairing of welded or brazed cylinders: —**
- (1) Welded or brazed cylinder showing leaks at any place other than the welded or brazed seams shall not be repaired and shall be rendered unserviceable.
 - (2) In the case of cylinders having welded or brazed seam, repairing of minor defects, such as small weld cracks, pin holes, blow holes, undercuts in welding, leaks at the weld (shown in periodical hydrostatic test) may be allowed provided-
 - a) the defects have been removed by grinding, chipping, gouging or other approved methods;
 - b) the repairing is carried out by a certified welder at the premises of a manufacturer of cylinders recognized by the Chief Controller under the supervision of a competent person by-
 - (i) welding if the original seams were welded;
 - (ii) brazing, if the original seams were brazed;
 - c) the cylinder is properly heat-treated after the repairs;
 - d) the welded or brazed seams of the cylinder are radiographed if the cylinder was originally required to be radiographed after its manufacture;
 - e) after repairs and heat-treatment, the cylinder is subjected to the same pneumatic and hydrostatic test or hydrostatic stretch test as was done at the time of manufacture.
 - (3) Welded or brazed cylinder, before repairing, shall be thoroughly cleaned and gas-freed or otherwise prepared for safely carrying out hot work and certified in writing, by a competent person, to have been so prepared. The certificate shall be preserved for a period of three months and produced to the Chief Controller on demand.
 - (4) No person shall refill any cylinder which has been repaired under sub-rule (2) of Gas Cylinders Rules, 2004 and Explosives Act, 1884 (4 of 1884) with any gas unless a full report on the repairs and test carried out on the cylinder, accompanied by the repairer's certificate of testing are furnished to the Chief Controller and his permission is obtained for its refilling.
 - (5) Notwithstanding anything contained in sub-rule (2) of Gas Cylinders Rules, 2004 and Explosives Act, 1884 (4 of 1884), no repairs shall be carried out to any dissolved acetylene gas cylinder showing leaks in its weld seam.
- (11) **Prohibition of employment of children and intoxicated persons.-** No child under the age of eighteen years and no person who is in a state of intoxication shall be employed in- charge of loading or unloading or transport of any compressed gas cylinder or in any premises licensed under these rules.
- (12) **Prohibition of smoking, fires, lights and dangerous substances: -**
- (1) No person shall smoke and no fires, other than blow pipe flames for repairs, or no articles or such other substances of flammable nature or liable to spontaneous ignition or to cause or communicate fire or explosion shall be allowed at any time in proximity to a place where any cylinder for flammable gases is being filled, stored or handled.
 - (2) No person in or near any place where cylinders containing flammable gases are filled, stored or handled shall have in his possession any matches, fuses, mobile phones or any other appliances for producing ignition or explosion.
- (13) **General precautions:-**
- (1) Cylinders together with their valves and other fittings and the identification colours under these rules shall always be maintained in good condition.
 - (2) No oil or similar lubricant shall be used on any valves or other fittings of any cylinder.
 - (3) Save as provided in Rules 12 and Clause B 2(1)(b) of Schedule IV of Gas Cylinders Rules, 2004 and Explosives Act, 1884 (4 of 1884), no cylinder shall be subjected to any

heat treatment or exposed to a high temperature or to the Sun or stored with any other flammable or explosive material.

- (4) Every cylinder containing compressed gas shall have its valve securely closed so as to prevent leakage. Valves fitted to the cylinders containing Liquefied Petroleum Gas and highly toxic gases like Boron trifluoride, Carbon monoxide, Fluorine, Hydrogen chloride, Cyanogen chloride, Chlorine trifluoride, Hydrogen cyanide, Hydrogen fluoride, Hydrogen sulphide, Methyl bromide, Nitrogen tetroxide, Chlorine, Ammonia or Sulphur dioxide shall be provided with security nut on the outlet to act as a secondary means of safeguard against leakage of gas.
- (5) If a leak in the valve cannot be rectified by tightening the gland nut or the spindle, the cylinder shall be removed to an open space where it is least dangerous to life and property and the filler shall be informed. In the case of LPG cylinder, the safety cap shall be fixed to arrest the leak and the cylinder shall be moved to an open space.

(14) Special precautions against accidents: -

- (1) No person shall commit or attempt to commit any act, which may tend to cause a fire or explosion in or about any place where gas under pressure in a cylinder is stored, handled or transported.
- (2) Every person storing compressed gas cylinders and every person in charge of or engaged in the storage, handling and transport of such gas cylinders, shall at all times-
 - (a) comply with the provisions of these rules and the conditions of any licence relating thereto;
 - (b) observe all precautions for the prevention of accident by fire or explosion;
 - (c) prevent any person from committing any act referred to in sub-rule (1) of Gas Cylinders Rules, 2004 and Explosives Act, 1884 (4 of 1884).

(15) Competent person to be incharge of operations - Every person holding or acting under a licence granted under these rules, shall, whenever cylinders are filled, loaded, unloaded, examined or tested, depute a competent and experienced person to be present and to conduct any of the said operations in accordance with provisions of these rules and the name, qualification and experience of such personnel deputed in each shift shall be furnished to the Chief Controller or Controller for considering filling permission round the clock.

(16) Handling and use: -

- (1) Cylinders shall be adequately supported during handling.
- (2) Conveyors, trolleys and cradles of adequate strength shall, as far as possible, be used when moving the cylinders.
- (3) The cylinders shall be handled carefully and not be allowed to fall upon one another or otherwise subjected to any undue shock.
- (4) Sliding, dropping or playing with cylinders is prohibited.
- (5) Liquefied petroleum gas cylinders and cylinders containing liquefiable gases shall always be kept in an upright position and shall be so placed that they cannot be knocked over.
- (6) Cylinders used in horizontal position shall be so secured that they cannot roll.
- (7) Open flames, lights, mobile phones, lighting of fires, welding and smoking shall be prohibited in close proximity to any cylinder containing flammable gases except those while in use for welding, cutting or heating.
- (8) Working places shall not be classified as storage places for the purpose of licensing.

(17) Restrictions on filling:-

- (1) Welded cylinders shall not be used for filling any permanent or high pressure liquefiable gas or highly toxic gases like Boron trifluoride, Carbonyl chloride (Phosgene), Chlorine trifluoride, Cyanogen, Cyanogen chloride, Hydrogen cyanide, Hydrogen sulphide.
- (2) No cylinder, which has once been used for storage and transportation of coal gas, carbon monoxide or methane shall be used for filling with any other gas except mixture

- of these gases with inert gases.
- (3) No cylinder shall be filled with any gas that is capable of combining chemically so as to endanger its serviceability.
- (18) Loading, unloading and transport of cylinders:** - Cylinders filled with any compressed gas shall be transported duly complying with the provisions laid down in Schedule VI of Gas Cylinders Rules, 2004 and Explosives Act, 1884 (4 of 1884) and also observing the relevant provisions of other statutes as applicable.
- (19) Storage of cylinders:** -
- (1) Cylinders shall be stored in a cool, dry, well ventilated place under cover, away from boilers, open flames, steam pipes or any potential sources of heat and such place of storage shall be easily accessible.
 - (2) The storage room or shed shall be of fire resistant construction.
 - (3) Thin wall cylinders such as liquefied petroleum gas cylinders and dissolved gas cylinders shall not be stacked in a horizontal position.
 - (4) Cylinders containing flammable gases and toxic gases shall be kept separated from each other and from cylinders containing other types of gases by an adequate distance or by a suitable partition wall.
 - (5) Cylinders shall not be stored under conditions, which will cause them to corrode.
 - (6) Cylinders shall not be stored along with any combustible material.
 - (7) Empty cylinders shall be segregated from the filled ones and care shall be taken that all the valves are tightly shut.
- (20) Electrical installations** -In premises for filling and storing flammable gases in cylinders all electric meters, distribution boards, switches, fuses, plugs and sockets, all electric fittings, fixed lamps, portable hand lamps and motors, shall be of flame proof construction conforming to IS:2148 or such other specification as approved by the Chief Controller and shall be effectively earthed.
- (21) Purity of gas:** -
- (1) Compressed gases shall be free from impurities, which are likely to corrode the metal of the cylinder or form an explosive substance with it or cause the gases to decompose or explode.
 - (2) The gases shall be as dry as possible and in no instance shall the aqueous phase separate when a liquefied gas is cooled to 0°C.
 - (3) Before filling any cylinder with gases like carbon monoxide, coal gas, hydrogen or methane, the gas shall be free from hydrogen sulphide and other sulphurous impurities as far as practicable. The moisture shall be less than 0.02 g/m³ of gas at normal temperature and pressure.
- (22) Cylinder subjected to the action of fire:** -
- (1) (a) A cylinder exposed to fire shall not be used unless it has undergone proper examination and hydrostatic test or hydrostatic stretch test.
 - (b) If deleterious structural changes in the material due to the action of heat of the fire is apprehended to have taken place, the cylinder shall have to be subjected to proper heat treatment, followed by hydrostatic test or hydrostatic stretch test, as the case may be, before the cylinder is taken into use.
 - (2) Dissolved acetylene cylinders, which have been damaged by fire shall be condemned and destroyed by an experienced and competent person.
- (23) Ownership of cylinder:** - A cylinder shall not be filled with a compressed gas and transported unless it was charged by or with the written consent of the owner of the cylinder.

- (24) **Re-testing of cylinder:** - A cylinder for which prescribed periodical re-test has become due shall not be charged and transported until such re-rest has been properly made.
- (25) **Owner's record:**-The owner of a cylinder shall keep for the life of each cylinder, a record containing the following information regarding each cylinder, namely:-
- Cylinder manufacturer's name and the rotation number;
 - The specification number to which the cylinder is manufactured;
 - Date of original hydrostatic test or hydrostatic stretch test;
 - Cylinder manufacturer's test and inspection certificates;
 - Number and date of letter of approval granted by the Chief Controller.
- (26) **Conversion of cylinders:-**
- (1) Gas cylinders designed and approved for filling with a particular gas shall not be used for filling with any other gas unless specific approval is obtained from the Chief Controller except that :-
- inert gases, oxygen and compressed air cylinders made to the same specification and design may be converted from one gas to another after fitting with appropriate valve and painting with appropriate identification colour without prior permission from Chief Controller, with approval of the cylinder owner.
 - proper records of such conversions shall be maintained by the gas filler for examination of Chief Controller or Controller as and when needed.
- (2) Any person desiring for conversion approval shall submit to Chief Controller the following: -
- documentary evidence indicating that the cylinders have been purchased by him;
 - an authenticated copy of letter permitting filling of the cylinders in the past;
 - a statement in duplicate, showing manufacturer's serial numbers of the cylinders in ascending order;
 - a certificate to the effect that the cylinder(s) had not been converted to any other gas service in the past;
 - scrutiny fee as specified in Schedule V Gas Cylinders Rules, 2004 and Explosives Act, 1884 (4 of 1884).
28. The bidders should check periodically supplied cylinders for any micro- biological contamination and would provide certificate of the same.
29. The vendor should totally avoid the use of fluorinated and halogenated polymers which have a potential risk of catching fire.
30. Dedicated gas cylinders should be used for medicinal gases. These cylinders are specially treated to fill medical grade gases
31. In case there is leakage of any cylinder due to any defect of cylinder, the supply will not be accepted at AIIMS Bhopal.
32. **NO HIKE IN PRICES DURING VALIDITY OF CONTRACT & ITS EXTENSION (IF ANY):-** The rates quoted should be justified as the lowest quoted for any Govt. or Pvt. Hospital in India. If the price of any item is reduced due to any reason during the validity of tender, the Supplier Agency/Contractor will intimate the reduced price immediately and will charge as per the reduced rates. No hike in rates should be allowed during validity of Rate Contract period and any other extended period under any circumstances.
33. The Director, AIIMS Bhopal has full authority to take into account the performance of manufacturer/authorized dealer or distributor/bidder and they should submit a

latest performance certificate from any other Govt. Hospitals/Institutions/PSUs to testify the proper dealing & performance as well as installation and maintenance of equipment.

- 34. DELIVERY OF THE SUPPLIES/STORES & PENALTY ON DELAYED SUPPLY: -**
- I) Delivery of stores shall be **F.O.R to AIIMS Bhopal**. The AIIMS Bhopal Hospital is not liable for payments on account of Transportation/Taxes/Expenditures or any other expenditure beyond the accepted approved Rates during the concurrency of this Rate Contract. Tenderer will ensure that everything is inclusive in the offered rate.
 - II) **Penalty for delay supplies:** The firm will be bound to supply the ordered Medical Gases to AIIMS Bhopal preferably within 24 hours not later than 48 hrs in any case every time to ensure uninterrupted functioning of Manifold plant of AIIMS Bhopal Hospital. In case delay 0.1%/hr of the order value will be levied maximum to 10% of the order value and more than three defaults will invite action as deemed fit under law.
 - III) **Risk Purchase:** In case the agency fail to honor supply orders, the hospital will do risk purchase and recover the general damages or extra expenditure incurred in the risk purchase from their pending bills/performance security beside forfeiture of Bid Security and black listing of the firm depending upon the circumstances of the default/merit of the case.
 - IV) The supplier Agency will collect the empty Cylinders from AIIMS Bhopal and take out them for refilling through Gate Pass issued by the Manifold In-Charge each time. Without Gate Pass no Medical Gas Cylinder in any case allowed to move out from AIIMS Bhopal premises. If any time this will observed, the necessary action against the supplier agency deemed fit may be initiated and necessary penalty shall be imposed and deducted from the pending bills of the supplier agency.
 - V) Part supply will not be accepted. For non-supply or part supply, agency will be penalized for delay supplies and action to forfeit performance Security Deposit will be initiated.
- 35. RETURNING OF REJECTED SUPPLY:-** Rejected supply should be taken back and be replaced by the supplier within the specific period as instructed by the Controlling Department of AIIMS Bhopal on free of cost. In case of failure to do so, Director, AIIMS Bhopal reserves the right to dispose of the rejected supply if not lifted from this from the Hospital Complex of AIIMS Bhopal by the Supplier Agency/Contractor within the stipulated period and against the same no payment shall be made to the Supplier Agency/Contractor.
- 36. INSPECTION OF SUPPLIES:-**
Inspection will be done by the Manifold In-charge of AIIMS Bhopal and or his authorized representatives in AIIMS Bhopal Hospital premises at designated place (i.e. at Manifold plant, Service Building, AIIMS Bhopal).
- 37. MAINTAINING RECEIPT SUPPLY RECORDS:-** The record for Supply and Refilling shall be maintained strictly from the both party's ends (i.e. Supplier & Purchaser) through the Indent Note/Supply Instruction and all entries should also be maintained in the respective Controlling Department Registers, so that the during cross examination of the Supplier Agency's Payment Claim, which is duly approved and forwarded for payment by the Controlling Department (i.e. Manifold In-charge/Deptt. of Anesthesiology) Authority, the records shall be provided to the Stores/Accounts/Finance Department with all the required relevant details on

account of Supply and refilling (if required on demand) and Payment Claim of the Supplier Agency shall be released after deduction of applicable Taxes on prevailing rates by the AIIMS Bhopal within 30 days period on each month basis without dispute during the Concurrency of the Annual Rate Contract.

38. INDEMNIFY TO AIIMS BHOPAL BY TENDERER: Tenderer should indemnify AIIMS Bhopal and give an undertaking stating that if the firm fails to maintain standard laid down for medical gases usage, transportation, refilling, handling and any other mishap occurs during medical Gas Supply and Refilling to AIIMS Bhopal, the firm will be responsible as per existing laws as applicable and bear all the cost and compensate the victims (if any) .

39. PAYMENTS: -

Payments will be made only after the receipt of every ordered Medical Gases supply as per terms and conditions and specification against the respective e-Tender/Supply Order in the designated place of Hospital or Hospital stores duly approved on satisfactory inspection, acceptance in the concerned user department against the pre-receipted bills in triplicate along with delivery challan. The CST/Sales Tax/VAT/Excise Duty/Custom Duty with applicable Service Tax and any other Taxes of Statutory bodies should include in the Payment Claim Bill of Supplier Agency and the Agency solely will liable for necessary Tax Deposition to the concerned Statutory Tax Department as per applicable rules and AIIMS Bhopal will release Claim Payment after due deduction of applicable TDS on prevailing Income Tax rules to Supplier Agency after satisfactory acceptance of supplied Medical Gases during the entire validity period of this Rate Contract.

40. OTHERS:-

Technical Evaluation Committee/Procurement Committee and other committees as constituted by the Director will decide regarding approval of Medical Gases Items, Rates and Quantities required to be procured (i.e. increase/decrease in either side as indicated in Annexure-I) for different categories of Medical Gases as per requirement of AIIMS Bhopal basis. Decision of the Director will be final and binding to all parties.

41. DISPUTES AND ARBITRATION: -

All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will appointed by the Director, AIIMS Bhopal for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be blinding on the contracting parties.

42. LAW GOVERNING THE CONTRACT and Jurisdiction

The contract Governed under Contract Act 1872 and instructions thereon from the government of India. The Court of Bhopal shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

43. PERFORMANCE SECURITY DEPOSIT:-

The successful Bidder will liable to deposit one time 10% amount of the annual contract value as Performance Security Deposit in favour of "Director, AIIMS Bhopal" in the form of Fixed Demand Receipt/Demand Draft /Performance Bank Guarantee in the format given at "Annexure-XII" from any nationalized/Commercial Bank refundable after expiry of the tenders/or after the completion of 2 years period + Six Months period (Subject to further extension) + 3

months (valid for i.e. 33 months) in case of supply and refilling of Medical Gases, this Performance Security will suffice for entire concurrency of Rate Contract (i.e. during the concurrency of this tender Rate Contract, approved vendor need not to re-submit Performance Security again and again, since the nature of items in this tender having consumable nature). No dues certificate from the Manifold/Department of Anesthesiology Authorities is required to be obtained by the Supplier Agency after the successful completion of Rate Contract Period. Performance Security Deposit/EMD is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect. **Failure to furnish Performance Security in time would entail forfeiture of Earnest money deposited by the Firm & the Cancellation of their Offer.**

44. If as a result of post payment audit any over payment is deducted in respect of any supply/work done by the Agency or alleged to have been done by the Agency under this tender, it shall be recovered by the AIIMS Bhopal from the Agency.
45. If any under payment is discovered, the amount shall be duly paid to the Agency by the AIIMS Bhopal.
46. The Tenderer shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by AIIMS Bhopal.

No bidder/or his representative shall bring or attempt to bring any political or other outside influence to bear upon any superior authority or hospital functionaries to further this business interest. In doing so, tender of the concerned bidder will be rejected without assigning any reason.

Exclusive right: The Director, AIIMS Bhopal, India.

The Director, AIIMS Bhopal, India as the full and exclusive right to accept or reject, increase or decrease order quantity, any or all the tenders without assigning any reasons and also to cancel the supply at any time without assigning any reason.

For any enquiry on this e-tender please email: etender@aiimsbhopal.edu.in

**(Medical Superintendent)
AIIMS Bhopal Hospital**

Please see annexure enclosed: - Annexure-I to XIII



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL
Saket Nagar, Bhopal-462020 (Madhya Pradesh) India
Website : www.aiimsbhopal.edu.in Email: etender@aiimsbhopal.edu.in
E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

Annexure-I

Schedule of Requirement

E-TENDER Id: AIIMSBPLHOSP161700116112016

Annual Rate Contract for Refilling & Supply of Medical Gases for AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 (MP)

Medical gases are those which are manufactured, packaged, and intended for administration to a patient in anesthesia, therapy, or diagnosis. The officially listed therapeutic gases include Oxygen, Helium, Carbon dioxide, Nitrous oxide, Medical air and Nitrogen. These gases are usually given to the pre operated, intra operated and post operated patients and to the patients in case of emergency. These gases are to be supplied in airtight, color coded, well labeled container/Cylinders as required by the respective regulatory authorities at AIIMS Bhopal Hospital.

MEDICAL GASES:

Oxygen, Helium, Carbon dioxide, Nitrous oxide, Medical air and Nitrogen are treated as medical or therapeutic gases.

The quantities of item/items as per the decision of Director/Medical Superintendent, AIIMS Bhopal will be increase/decrease either side as per the actual requirement of AIIMS Bhopal during the concurrency of this Rate Contract. The prospective Tenderers are advised to read carefully following special terms and conditions required for mandatory compliance as per AIIMS Bhopal requirement before participation:-

Important Note for all Prospective Bidders:-

1. It is mandatory condition that any of the prospective bidder will participate and quote their Rates in the Financial Bid of this tender for each and every Medical Gases asked in the schedule of requirement.
2. The Quantities intimated in this Schedule of Requirement are an approximation of the Estimated Quantities needed in the Two year smooth functioning of the AIIMS Bhopal Hospital.
3. The Estimated Quantities will vary, either increase or decrease and the decision of the Director/Medical Superintendent AIIMS, which shall be final and binding to all parties.
4. Each supply will be inspected for compliance with quality parameters on each occasion during the concurrency of Rate Contract. Only on Qualifying the desired Quality Parameters examined by the Manifold In-charge/Deptt. of Anesthesia, the supply will be accepted at AIIMS Bhopal.
5. Failure of adequate supply within the stipulated supply time period communicated through the Purchase Order to L-1 Tenderer by AIIMS Bhopal, on three occasions / failure on quality parameter of supplied item/items will automatically enforce penal action in the form of blacklisting for 5 years and the desired Medical Gases items shall be procured from the open market as per the satisfaction of AIIMS Bhopal Technical Expert Committee, Nominated by Director/Medical Superintendent to meet the urgent requirement of the Institute on the cost of

the L-1 Rate offered Vendor and the same will be recovered from his Outstanding Bills/Performance Security Deposit by AIIMS Bhopal.

6. Under rare circumstances some of Medical Gases items may not be asked for / ordered for less than the annual demand due to unforeseen conditions / change in technology / change in work protocols and the decision of Director/Medical Superintendent in this regard shall be final and binding to all the parties.

Technical Specifications for required Medical Gases and Sizes of Cylinders:-

SPECIFICATIONS

Supply of Oxygen Bulk Cylinder ISI marked to IS 7285(Part-2):2004 and Colour code should be as per IS:3933 and conforming to ISO 32 : 1977 applicable for Medical Gas cylinders duly approved from CCOE Nagpur. The cylinder shall be fitted with valve & valve guard having following broad specifications:

- I) Dimensions: 232 mm O.D x 1365 mm length.
- II) Capacity Minimum: 6.7 Cubic meter Gas capacity.
: 46.7 liters Water capacity
- III) Minimum Wall thickness = 5.2 mm.
- IV) Working pressure at 15°C = 150 kgf/cm².
- V) Test pressure = 250 kgf/cm².
- VI) Nominal Tare Weight = 51.00 kg with Neckning.
- VII) Neck Threading: IS3224 1979.

SPECIFICATIONS

Supply of N₂O Bulk Cylinder ISI marked to IS 7285(Part-2):2004 and Colour code should be as per IS:3933 and conforming to ISO 32 : 1977 applicable for Medical Gas cylinders duly approved from CCOE Nagpur. The cylinder shall be fitted with valve & valve guard having following broad specifications:

- I) Dimensions: 232 mm O.D x 1365 mm length.
- II) Capacity Minimum : 1800 liters N₂O Gas capacity.
: 46.7 liters Water capacity
- III) Minimum Wall thickness = 5.2 mm.
- IV) Working pressure at 15°C = 150 kgf/cm².
- V) Test pressure = 250 kgf/cm².
- VI) Nominal Tare Weight = 51.00 kg with Neckning.
- VII) Weight of Filled Cylinder = 80-82 Kg
- VIII) Neck Threading: IS3224 1979.

SPECIFICATIONS

Supply of CO₂ Bulk Cylinder ISI marked to IS 7285(Part-2):2004 and Colour code should be as per IS:3933 and conforming to ISO 32 : 1977 applicable for Medical Gas cylinders duly approved from CCOE Nagpur. The cylinder shall be fitted with valve & valve guard having following broad specifications:

- I) Dimensions: 232 mm O.D x 1365 mm length
- II) Capacity Minimum : 46.7 liters Water Capacity
- III) Minimum Wall thickness = 5.2 mm.
- IV) Working pressure at 15°C = 150 kgf/cm².
- V) Test pressure = 250 kgf/cm².
- VI) Nominal Tare Weight = 51.00 kg with Neckning.
- VII) Weight of Filled Cylinder = 80-82 Kg
- VIII) Neck Threading: IS3224 1979.

SPECIFICATIONS-B Type

Supply of Oxygen Bulk Cylinder ISI marked to IS 7285(Part-2):2004 and Colour code should be as per IS:3933 and conforming to ISO 32 : 1977 applicable for Medical Gas cylinders duly approved from CCOE Nagpur. The cylinder shall be fitted with valve & valve guard having following broad specifications:

- I) Dimensions: 140 mm O.D x 855 mm length.
- II) Capacity Minimum : 1.53Cu.m. Gas capacity.
: 10.2 liters Water capacity
- III) Minimum Wall thickness = 4.2 mm.
- IV) Working pressure at 15°C = 150 kgf/cm².
- V) Test pressure = 250 kgf/cm².
- VI) Nominal Tare Weight = 14.9 kg with Neckning.
- VII) Neck Threading: IS3224 1979.

SPECIFICATIONS-A Type

Supply of Oxygen Bulk Cylinder ISI marked to IS 7285(Part-2):2004 and Colour code should be as per IS:3933 and conforming to ISO 32 : 1977 applicable for Medical Gas cylinders duly approved from CCOE Nagpur. The cylinder shall be fitted with valve & valve guard having following broad specifications:

- I) Dimensions: 140 mm O.D x 430 mm length.
- II) Capacity Minimum : 0.68 Cu.m. Gas capacity.
: 4.5 liters Water capacity
- III) Minimum Wall thickness = 4.2 mm.
- IV) Working pressure at 15°C = 150 kgf/cm².
- V) Test pressure = 250 kgf/cm².
- VI) Nominal Tare Weight = 8.2 kg with Neckning.
- VII) Neck Threading: IS3224 1979.

Specifications –A Type

Supply of Nitrous Oxide Bulk Cylinder ISI marked to IS 7285(Part-2):2004 and Colour code should be as per IS:3933 and conforming to ISO 32 : 1977 applicable for Medical Gas cylinders duly approved from CCOE Nagpur. The cylinder shall be fitted with valve & valve guard having following broad specifications:

1. Water capacity= 5 litres capacity
2. Gas capacity=0.75 cu.mm
3. Outside diameter=108mm
4. Wall thickness=4mm
5. Cylinder length=735mm
6. Cylinder weight=9.3 kg
7. Working pressure at 15°C = 150 kgf/cm².
8. Test pressure = 250 kgf/cm².

1. Supply of Compressed Medical Oxygen in cylinders owned by bidders

Multi Element Description

- 1) Medical Oxygen in Bulk Cylinder (7.1 Cum) as per IP -2010 and Colour code should be as per IS:3933 and conforming to ISO 32 : 1977 applicable for Medical Gas cylinders
Basic Price /per Cubic Meter,
Excise Duty (ED)/Sales Tax/VAT/with all Expenditure to FOR including Rent of Cylinders provided.
- 2) Medical Oxygen in B Type Cylinder (1.43 Cum) as per IP –2010 and Colour code should be as per IS:3933 and conforming to ISO 32 : 1977 applicable for Medical Gas cylinders
Basic Price /per Cubic Meter.
Excise Duty (ED)/Sales Tax/VAT/with all Expenditure to FOR including Rent of Cylinders provided
- 3) Medical Oxygen in A TYPE Cylinder (0.68 Cum) as per IP -2010 and Colour code should be as per IS:3933 and conforming to ISO 32 : 1977 applicable for Medical Gas cylinders
Basic Price /per Cubic Meter.
Excise Duty (ED)/Sales Tax/VAT/with all Expenditure to FOR including Rent of Cylinders provided

2. Supply of Compressed Nitrous Oxide in cylinders owned by bidders

- 1) Medical Nitrous Oxide in Bulk Cylinder (17 .1 Cum) as per IP -2010 and Colour code should be as per IS:3933 and conforming to ISO 32 : 1977 applicable for Medical Gas cylinders
Basic Price /per Cubic Meter,
Excise Duty (ED)/Sales Tax/VAT/with all Expenditure to FOR including Rent of Cylinders provided.
- 2) Medical Nitrous Oxide in A-Type Cylinder (1.7 Cum) as per IP –2010 and Colour code should be as per IS:3933 and conforming to ISO 32 : 1977 applicable for Medical Gas cylinders
Basic Price /per Cubic Meter,
Excise Duty (ED)/Sales Tax/VAT/with all Expenditure to FOR including Rent of Cylinders provided.

3. Supply of Compressed Carbon Di-Oxide in Cylinders owned by bidders

- 1) Medical CO₂ in Bulk Cylinder (15.50 Cum) as per IP -2010 and Colour code should be as per IS:3933 and conforming to ISO 32 : 1977 applicable for Medical Gas cylinders
Basic Price /per Cubic Meter,
Excise Duty (ED)/Sales Tax/VAT/with all Expenditure to FOR including Rent of Cylinders provided.

4. Supply of Liquid Nitrogen in Cryo cans owned by AIIMS Bhopal

Liquid Nitrogen (N₂) in Cryo Cans as per IP -2010 and Colour code should be as per IS:3933 and conforming to ISO 32 : 1977 applicable for Medical Gas cylinders
Basic Price /per Litre,
Excise Duty (ED)/Sales Tax/VAT/with all Expenditure to FOR.

5. Supply of Compressed Nitrogen Gas in Cylinders owned by bidders

- 1) Medical Nitrogen (N₂) in Bulk Cylinder (8.42 Cum) as per IP -2010 and Colour code should be as per IS:3933 and conforming to ISO 32 : 1977 applicable for Medical Gas cylinders
Basic Price /per Cubic Meter,
Excise Duty (ED)/Sales Tax/VAT/with all Expenditure to FOR including Rent of Cylinders provided.

1. Each time the supplier Agency should submit the Delivery challan for supplied Medical Gases including the Medical Gas Cylinder ID No. The bills against the supplied Medical Gases to be submitted on monthly basis by the supplier agency supported with all the delivery challans of supplied Medical Gases during the respective month for which the payment claim submitted by the Supplier Agency to the Manifold In-Charge/Deptt. of Anaesthesia, AIIMS Bhopal in triplicate in the name of “Director, AIIMS Bhopal”.
2. Refilled Cylinders of Medical Gases should be supplied at Manifold Room, Service Building at AIIMS Bhopal Hospital or any other required location within the AIIMS Bhopal premises.
3. Delivery of ordered quantity should be supplied in one go, the partial supply should not accepted.
4. This Annual Rate Contract for refilling and supply of Medical Gases should be initially valid for 2 years, subject to extended further period of Six months after Supplier Agency performance on mutual agreement basis of the both the parties.

*The quantity mentioned above against each Type Cylinder shall be communicated later on as per the AIIMS Bhopal Actual Requirement after the issuing of Notification of Award to successful L-1 Agency/Agencies.

The quantity may increase/decrease either side as per actual requirement of AIIMS Bhopal and successful L-1 Agency/Agencies is liable for supply the Increased/Decreased quantity of requested Medical Gases on their approved L-1 Rates during entire validity period of their Rate Contract to AIIMS Bhopal.



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL
Saket Nagar, Bhopal-462020 (Madhya Pradesh) India
Website : www.aiimsbhopal.edu.in Email: etender@aiimsbhopal.edu.in
E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

Annexure-II

E-TENDER Id: AIIMSBPLHOSP161700116112016

Annual Rate Contract for Refilling & Supply of Medical Gases for AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 (MP)

UNDERTAKING

*FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS TENDER DOCUMENT
(To be executed on Rs. 100/-Non-judicial Stamp Paper duly attested by Public Notary)*

To

The Director,
AIIMS Bhopal,
Saket Nagar, Bhopal-462 020 (MP), India

Sir,

1. The undersigned certify that I/we have gone through the terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. **I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL, SAKET NAGAR, BHOPAL-462020 (MP) INDIA to supply and refilling of the approved Medical Gases in the Cylinders in the approved prices to AIIMS Bhopal, during the Rate Contract period under this contract.**
3. I/We should arrange a demonstration of the Medical Gases Cylinders (if required), preferably within the hospital premises to duly constituted committee. Failure to arrange for a demonstration on the given date my bid may lead to cancellation. Cost of such demonstration shall be borne by me.
4. I/We should deposit One time Performance security of 10% of the total cost of the supply value determined through unit rate of L-1 Medical Gases as per the AIIMS Bhopal annual requirement basis shall be deposited by me in the form of FDR/Bank Guarantee/DD in the name of The Director, All India Institute of Medical Sciences, Bhopal (India) in the format at annexure XII attached herewith on award of the contract and shall remain in the custody of the Director till the validity of the Tender Contract plus three month (i.e. for 39 months).
5. I/We should provide replacement to any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
6. I/We hereby undertake to supply the items during the validity of tender as per directions given in supply order within stipulated period positively.
7. If I/We fail to supply the stores in stipulated period the AIIMS Bhopal hospital has full power to compound or forfeit the Bid Security/security deposit.
8. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the tendering firm or manufacturer.
9. I/We undertake that the rates quoted by me when approved and selected by the Director, AIIMS Bhopal will be valid for Two years from the date of approval of the rate contract in the format

given in Annexure-XIII or till extended as mutually agreed upon. I/we undertake to supply the stores within 7 days time. I/we undertake to supply the order within stipulated period and if fail to supply order during the stipulated period the necessary action can be taken by the Director, AIIMS Bhopal, India.

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

Affirmation

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

Signature of Bidder

(Name of Bidder)

Place

With seal of firm

Date.....



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL
Saket Nagar, Bhopal-462020 (Madhya Pradesh) India
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E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

ANNEXURE – III

E-TENDER Id: AIIMSBPLHOSP161700116112016

Annual Rate Contact for Refilling & Supply of Medical Gases for AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 (MP)

CRIMINAL LIABILITY UNDERTAKING

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

I.....S/o..... Resident of
.....
..... Do solemnly pledge and affirm: -

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

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

Name & Signature

Seal of the participating Bidder Company

Affirmation/Verification



ANNEXURE-IV

E-TENDER Id: AIIMSBPLHOSP161700116112016

Annual Rate Contact for Refilling & Supply of Medical Gases for AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 (MP)

PRE-QUALIFICATION BID DOCUMENTS CHECK LIST
(MANDATORY DOCUMENTS NEEDS TO BE UPLOADED)

(Upload Signed, Stamped and scanned copy of following Pre-Qualification Bid Documents including Pre-Qualification Bid Check List in Pre-Qualification Bid Document Slot of E-Tendering Solution)

S. NO.	NAME OF DOCUMENT'S LEGIBLE SCANNED COPIES REQUIRED TO BE UPLOADED*	YES	NO	Remarks				
(1)	Original Hard Copy of the following document must be kept in the "Pre-Qualification Bid" Envelope and sealed envelope must dropped in person in the Tender Box Kept in the Office of Medical Superintendent, AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462 020(MP) before the Closing date given in the e-Tendering Schedule against this e-Tender ID.							
A	Cumulative EMD Amount for participating Items (as per NIT Table No. 1) in the form of FDR/BG/DD in the format given at "Annexure-XI" from nationalized Bank, in favor of "Director, AIIMS Bhopal" valid for Nine months period (i.e. for 270 Days).							
B	Tender Document fee in way of Demand Draft/Banker's Cheque in the name of "Director, AIIMS Bhopal". (Nonrefundable)							
C	Original copy of Undertaking for acceptance of all Terms & Conditions mentioned in this E-Tender on Non Judicial Stamp Paper worth of Rs. 100/- as per Annexure – II, duly attested by notary public							
D	Original copy of Undertaking for Criminal Liability on Non Judicial Stamp Paper worth of Rs. 50/- as per Annexure – III, duly attested by notary public							
(2)	Legible scanned copies of following documents along with above documents must uploaded in the e-Tendering Solution for "Pre-Qualification Bid" eligibility evaluation:-							
I.	The scanned copies of the above said documents (A, B, C, D) shall also be submitted along with the online tender document in the E-Tendering portal of AIIMS Bhopal (i.e. https://www.tenderwizard.com/AIIMSBHOPAL)							
II.	Signed and Scanned Copy of Valid Registration certificate in the name of Firm.							
III.	Signed and Scanned Copy of TIN Certificate showing clearly TIN Number of the firm and latest two quarters VAT/ST returns filed by the participating company as applicable for current financial year 2015-2016/2016-2017.							
IV.	Signed and scanned copy of PAN Card of the firm/company / proprietor issued by Income Tax Department.							
V.	Signed and scanned copy of Income Tax return of the firm/company for the last three financial years(i.e. FY 2013-14, 2014-15 and 2015-16).							
VI.	Signed and attested legible scanned copies of Audited Balance sheets clearly showing Turnover including Profit/Loss Figures duly signed by the Company Secretary/Chartered Accountant for during last three Financial Years (FY 2013-14, 2014-15 and 2015-16) of the participating firm should be required of the value in Rupees as per below mentioned Table:-							
	<table border="1"> <thead> <tr> <th>Mandatory Requirement</th> <th>Average Turnover requirement (in Rs.)</th> </tr> </thead> <tbody> <tr> <td>Last Three FY's (2013-14, 2014-15 and 2015-16) Average Turnovers should be required for this Tender Participation</td> <td align="center">7,50,000/- (Seven Lakh Fifty Thousand Only)</td> </tr> </tbody> </table>	Mandatory Requirement	Average Turnover requirement (in Rs.)	Last Three FY's (2013-14, 2014-15 and 2015-16) Average Turnovers should be required for this Tender Participation	7,50,000/- (Seven Lakh Fifty Thousand Only)			
Mandatory Requirement	Average Turnover requirement (in Rs.)							
Last Three FY's (2013-14, 2014-15 and 2015-16) Average Turnovers should be required for this Tender Participation	7,50,000/- (Seven Lakh Fifty Thousand Only)							
VII.	Signed & scanned copy of the authorization from proprietor / owner to be given the person who will sign the documents in case of owner/proprietor is not signing the tender document.							

S. NO.	NAME OF DOCUMENT'S LEGIBLE SCANNED COPIES REQUIRED TO BE UPLOADED*	YES	NO	Remarks
VIII.	Signed and Scanned Check list of Pre-Qualification Bid documents as per "Annexure-IV" must uploaded in the Pre-Qualification Bid Documents Slot in the e-Tendering solution.			

If the above all desired document's from (1) A, B, C, D & (2) I, II, III, IV, V, VI, VII, VIII legible scanned copies has not uploaded by the any participating Bidder, his bid liable for rejection in "Pre-Qualification Bid" Stage.

Name & Signature

Seal of the participating Bidder Company with Date

*Note:(√) in applicable column.

[For office use only] Bid is Accepted/rejected

Signature -----
with name & date

Signature -----
with name & date

Signature -----
with name & date



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL
Saket Nagar, Bhopal-462020 (Madhya Pradesh) India
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E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

Annexure-V

TECHNICAL BID

E-TENDER Id: AIIMSBPLHOSP161700116112016
Annual Rate Contract for Refilling & Supply of Medical Gases for AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 (MP)

(Upload Signed, Stamped and scanned copy of Technical Bid in the Technical Bid Document Slot of E-Tendering Portal)

A. General Information:

- (1) Location of Corporate Headquarters :
Name of Contact Person responsible for this Annual Rate Contract:
Designation:
Telephone Nos of the Agency:
Fax Nos.:
Cell Nos. of Contact Persons:
Email IDs of Agency/Contact Persons:
- (2) Date and Country of Incorporation :
- (3) Drug /appropriate License No. for Refilling/
supply of Medical Gases issued by Competent Authority:
- (4) Manufacturing Facility (S) in India:
Location
Size
Capacity
- (5) No. of Service Facility(S)/Refilling Stations in India
Location
Strength
Area Covered
- (6) Average yearly turnover for last three years:
- (7) Geographical Distribution of the Supplies :
No. of Offices
Locations
Staff strength
- (8) Copies of Supply Orders/Annual Rate Contracts showing the Order Values obtained from Hospitals including their performance reports, where the similar nature Medical Gases has supplied & refilled during last Three Financial Years.

B. References of Major Clients, those you have been offered your similar nature services (upload relevant documents in support in below format)

S. No. Customer Name, Address & Contact Details, Supply Order No., & Date, Order Value (in Rs.)

C. Technical Details of Medical Gases:-

<i>Tender Item No.</i>	<i>Name of the item (Technical Specification as per the Tender Schedule of Requirement Annexure-I)</i>	<i>Cylinder Capacity (in Cum)</i>	<i>Cylinder Capacity (in Kg)</i>	<i>Cylinder Name (i.e. A, B, Bulk or Jumbo)</i>	<i>Any other Technical Data</i>	<i>Deviation to specification if any with reason</i>
1	Medical Oxygen in Bulk Cylinder (7.1 Cum) as per IP -2010					
2	Medical Oxygen in B Type Cylinder (1.43 Cum) as per IP -2010					
3	Medical Oxygen in A TYPE Cylinder (0.68 Cum) as per IP -2010					
4	Medical Nitrous Oxide in Bulk Cylinder (17 .1 Cum) as per IP -2010					
5	Medical Nitrous Oxide in A Type Cylinder (1.7 Cum) as per IP -2010					
6	Medical C02 in Jumbo Type Cylinder (15.5 Cum) as per IP -2010					
7	Liquid Nitrogen Colorless, Odorless, Non-inflammable, cryogenic liquid of the purity of 99.99%, H ₂ O <3 ppm, O ₂ <5 ppm, Odor: None					
8	Nitrogen Gas in Bulk Cylinder (8.42 Cum), Nitrogen compressed, Colorless, Odorless, Non-inflammable, inert gas of the purity of 99.99%, H ₂ O <2 ppm, O ₂ <2 ppm, CO ₂ <0.1 ppm, Halocarbons < 500 ppt (8.42 Cum) as per IP-2010					

D. Mandatory Compliance Sheet:-

Supplier Agency should give the clear information and undertaking regarding the availability of Minimum Number of Cylinders with them which is required for providing uninterrupted Medical Gases refilling and supplies to AIIMS Bhopal Hospital, Saket Nagar Bhopal by them. If they do not meet this mandatory minimum requirement, their Bid is liable for rejection without assigning any further reason.

<i>Name of the item (Technical Specification as per the Tender Schedule of Requirement Annexure-I)</i>	<i>Cylinder Type</i>	<i>Minimum Nos. of Cylinders should be available with Supplier Agency for handling AIIMS Bhopal Supply efficiently</i>	<i>Yes, we have availability of minimum requested numbers of Cylinders with us to meet AIIMS Bhopal requirement</i>	<i>Mention the Nos. of Cylinders of requested size owned by the Agency with them</i>
Medical Oxygen in Bulk Cylinder (7.1 Cum) as per IP -2010	Jumbo	500		
Medical Oxygen in B Type Cylinder (1.43 Cum) as per IP -2010	B-Type	300		
Medical Oxygen in A TYPE Cylinder (0.68 Cum) as per IP -2010	A-Type	200		
Medical Nitrous Oxide in Bulk Cylinder (17 .1 Cum) as per IP -2010	Jumbo	30		
Medical Nitrous Oxide in A Type Cylinder (1.7 Cum) as per IP -2010	A-Type	30		
Medical CO2 in Jumbo Type Cylinder (15.5 Cum) as per IP -2010	Jumbo	30		
Liquid Nitrogen Colorless, Odorless, Non-inflammable, cryogenic liquid of the purity of 99.99%, H ₂ O <3 ppm, O ₂ <5 ppm, Odor: None	Cryo Cans / Cylinders/ Containers of adequate capacity	30		
Nitrogen Gas in Bulk Cylinder (8.42 Cum), Nitrogen compressed, Colorless, Odorless, Non-inflammable, inert gas of the purity of 99.99%, H ₂ O <2 ppm, O ₂ <2 ppm, CO ₂ <0.1 ppm, Halocarbons < 500 ppt (8.42 Cum) as per IP-2010	Jumbo	30		

Signature, Name of Authorized Person of the Bidder with seal

Date:..... Place:.....

Contact Cell No. :

Email ID :



Annexure V(a)

E-TENDER ID: AIIMSBPLHOSP161700116112016

TECHNICAL BID DOCUMENTS CHECK LIST **(MANDATORY DOCUMENTS NEEDS TO BE UPLOADED)**

(Upload Signed, Stamped and Scanned copy of following Technical Bid Documents including Technical Bid Check List in the Technical Bid Document Slot of E-Tendering Solution)

S. NO.	NAME OF DOCUMENT REQUIRED TO BE UPLOADED*	YES	NO	Remarks
I.	The valid Copy of ISO 32 : 1977 applicable for Medical Gas cylinders must uploaded.			
II.	Undertaking for complying Gas Cylinders Rules, 2004 and Explosives Act, 1884 (4 of 1884) on participating Agencies Letter head must uploaded.			
III.	Valid Drug/appropriate License copy for sale of Medical Gases issued by competent Authority must uploaded.			
IV.	Signed & scanned copy of the Technical bid in detail as per information asked in Format A, B, C & D given in “Annexure-V”			
V.	Scanned copy of un-priced List of Medical Gases for which the Bidder Company interested to refill and supply to AIIMS Bhopal (i.e. un-priced list of participated items) by interested Bidder for Technical Evaluation purpose on those items he want to participate as per the Schedule of Requirement given in “Annexure-I” of this e-Tender Enquiry.			
VI.	Scanned copy of Declaration in case of manufacturer or Scanned & Attested copy of current contract/Authorization – between manufacturer and distributor /bidder as the case may be in the format given at “Annexure-X”.			
VII.	Signed and scanned copies of Declaration / authorization from the manufacturer should be submitted for every quoted item. However, if the bidder is quoting more than one Medical Gas/Gases, single authorization mentioning the name of participated Medical Gases from the manufacturer is sufficient.			
VIII.	Signed & scanned copies of previous three clients Performance Reports for whom the participating Bidder company previously supplied Medical Grade Oxygen, Nitrous Oxide, Carbon Di Oxide, Nitrogen Gas in cylinders and Liquid Nitrogen in Containers as per IP2010(Indian Pharmacopoeia) standards Installation executed by them for identical/similar stores for any Government Hospital /Govt. Institution of India/PSUs, with copies thereof, in the last three years.			
IX.	Signed and Scanned Check list of Technical Bid required documents as per “Annexure-V(a)” must uploaded in the respective Technical Bid Documents Slot in the e-Tendering solution.			

Name & Signature

Seal of the participating Bidder Company

*Note:(√) in applicable column.

[For office use only] Bid is Accepted/rejected

Signature -----
with name & date

Signature -----
with name & date

Signature -----
with name & date



ANNEXURE-VI

FINANCIAL BID

E-TENDER Id: AIIMSBPLHOSP161700116112016
Annual Rate Contract for Refilling & Supply of Medical Gases for AIIMS Bhopal
Hospital, Saket Nagar, Bhopal-462020 (MP)

(Upload Signed, Stamped and Scanned copy of Financial Bid in the Financial Bid Document Slot of E-Tendering Portal)

Tender Item No.	Name of the item (as per the Tender Schedule of Requirement Annexure-I)	Quantity taken here only for finding unit rates	Cylinder Type/ Specification/ Gas Carrying Capacity (in Cum & Kg)	Basic Cost per Unit for supply and Refilling of Medical Gases including Rental Charges of Cylinder, Taxes & Expenditures like Transportation, Loading/ Unloading etc. (Per Cubic Meter) In Figures (in Rs.)	Basic Cost per Unit for supply and Refilling of Medical Gases including Rental Charges of Cylinder, Taxes & Expenditures like Transportation, Loading/ Unloading etc. (Per Cubic Meter) In Words (in Rs.)
1	Medical Oxygen in Bulk Cylinder (7.1 Cum) as per IP -2010	Per Cubic Meter			
2	Medical Oxygen in B Type Cylinder (1.43 Cum) as per IP -2010	Per Cubic Meter			
3	Medical Oxygen in A TYPE Cylinder (0.68 Cum) as per IP -2010	Per Cubic Meter			
4	Medical Nitrous Oxide in Bulk Cylinder (17 .1 Cum) as per IP -2010	Per Cubic Meter			
5	Medical Nitrous Oxide in A Type Cylinder (1.7 Cum) as per IP -2010	Per Cubic Meter			
6	Medical CO2 in Jumbo Type Cylinder (15.5 Cum) as per IP -2010	Per Cubic Meter			
7	Liquid Nitrogen Colorless, Odorless, Non-inflammable, cryogenic liquid of the purity of 99.99%, H ₂ O <3 ppm, O ₂ <5 ppm, Odor: None	Per Liter			
8	Nitrogen Gas in Bulk Cylinder (8.42 Cum), Nitrogen compressed, Colorless, Odorless, Non-inflammable, inert gas of the purity of 99.99%, H ₂ O <2 ppm, O ₂ <2 ppm, CO ₂ <0.1 ppm, Halocarbons < 500 ppt (8.42 Cum) as per IP-2010	Per Cubic Meter			

1. Determination of L-1 Agency for Award of Work

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

- (i) The L1 shall be decided based on the lowest quoted rates item wise. The Contract shall be awarded to agency whose item wise L1 rates are for maximum items in

schedule of requirement i. e. Annexure-I. He shall be asked to match the L1 rates of other items in which his quoted rates are higher than L1 rates quoted by other Vendors.

- (ii) Please note that it is the mandatory condition that all the participating Bidder companies may participate and quote their prices for each and every Medical Gases requested in this e-Tender.
2. Rates for the respective Medical Gases inclusive of Cylinder Rental, Supply and Refilling, Transportation Charges, any other expenses up to F.O.R. (AIIMS Bhopal), Taxes etc. should be quoted in the given format "**Annexure VI**" by the Bidder Agency. All quoted rates should be inclusive of everything viz. Rental of provided Cylinders, Refilling of respective Medical Gases, Transportation of empty Cylinders from AIIMS Bhopal to Refilling Facility and supply back of refilled Cylinders to AIIMS Bhopal premises, Safety Items, Taxes etc. **Quoted Price means that all such expenses have been taken in account by the Bidder and are inclusive in the Quoted Offered Price.**
3. The rates should be quoted in Indian Rupees in figure as well as in words only.

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

Name of the FirmDate..... Place.....



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ANNEXURE-VII

E-TENDER ID: AIIMSBPLHOSP161700116112016

Annual Rate Contract for Refilling & Supply of Medical Gases for AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 (MP)

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

(Applicable only for Equipment)

(Upload Signed, Stamped and Scanned copy in the Financial Bid Document Slot of E-Tendering Portal)

<i>Tender Item No.</i>	<i>Name of the item (as per the Tender Schedule of Requirement Annexure-I)</i>	<i>NAME OF THE CONSUMABLE / SPARE / OPTIONAL ACCESSORIES</i>	<i>UNIT</i>	<i>PRICE (IN Rs.) PER PIECE OR PER UNIT/TEST (IN FIGURE)</i>	<i>PRICE (IN Rs.) PER PIECE OR PER UNIT/TEST (IN WORDS)</i>

1. The Rates should be inclusive of everything viz. Freight Chargers, Packing Charges, Transportation and Octroi, Applicable Sales Tax/CST/VAT and other Expenses up to FOR.
2. The Bidder will quote firm Rates inclusive of all Taxes & expenditure up to F.O.R. to AIIMS Bhopal basis.

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

Name of the FirmDate.....Place.....

E-TENDER ID: AIIMSBPLHOSP161700116112016

FINANCIAL BID DOCUMENT CHECK LIST
(MANDATORY DOCUMENTS NEEDS TO BE UPLOADED)

(Upload Signed, Stamped and Scanned copy of following Financial Bid Documents including Financial Bid Check List in the Financial Bid Document Slot of E-Tendering Solution)

S. NO.	NAME OF DOCUMENT REQUIRED TO BE UPLOADED*	YES	NO	Remarks
(1)	Rates for the respective Medical Gases inclusive of Cylinder Rental, Supply and Refilling, Transportation Charges, Other expenses up to F.O.R. (AIIMS Bhopal), Taxes etc. should be quoted in the given format “Annexure VI” by the Bidder Agency. All quoted rates should be inclusive of everything viz. Rental of provided Cylinders, Refilling of respective Medical Gases, Transportation of empty Cylinders from AIIMS Bhopal to Refilling Facility and supply back of refilled Cylinders to AIIMS Bhopal premises, Safety Items, Taxes etc. Quoted Price means that all such expenses have been taken in account by the Bidder and are inclusive in the Quoted Offered Price.			
(2)	Rates for regularly required consumables / spares / optional accessories should be quoted in given format “Annexure VII” separately.			
(3)	The rates should be quoted in Indian Rupees in figure as well as in words only.			

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

Name of the Firm

Date.....

Place.....

*Note:(√) in applicable column.

[For office use only] Bid is Accepted/rejected

Signature -----
with name & date

Signature -----
with name & date

Signature -----
with name & date



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ANNEXURE – IX

TERMS & CONDITIONS OF SUPPLY ORDER'S

E-TENDER Id: AIIMSBPLHOSP161700116112016

Annual Rate Contract for Refilling & Supply of Medical Gases for AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 (MP)

1. The store should be supplied strictly in accordance with the supply order and with the approved specification/ samples.
2. The supply should be made between 9.30 am to 5.00 pm on any of the working day and 9.30 am to 3.00pm on Saturday. Generally Part supplies will not accepted. On exceptional case the Part supply will be entertained with prior approval of competent authority and with proper reason. However in case due to any reason part supply has been made the payment will be made only after the completion of complete supply.
3. Supplier must ensure that every challan is to be submitted in the concerned store along with the supplies. The number and date of delivery challan must be indicated on the bill.
4. Triplicate bills duly, pre receipted on appropriate revenue stamp affixed be submitted in the name of the Medical Superintendent in respective stores.
5. The bill should be in printed form having printed bill number, VAT/CST/TIN Number as well as D.L. No. (Where applicable).
6. For supply of ordered Medical Gases the time will be 7 days.
7. The Director, All India Institute of Medical Sciences, Bhopal (India) reserves the right to extend the delivery period subject to imposition of a penalty of 0.50% per day for delayed supply subject to maximum of 7.50% of the value of the order (maximum 15 Days @0.50%).
8. All rejected stores shall be at the risk of the supplier and must be removed immediately.
10. *In case it is a computer-generated bill, it must have the seal of the firm affixed on it.*

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

Name of the Firm

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



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ANNEXURE-X

E-TENDER Id: AIIMSBPLHOSP161700116112016

Annual Rate Contact for Refilling & Supply of Medical Gases for AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 (MP)

MANUFACTURER'S AUTHORISATION FORM

To,
The "Director",
All India Institute of Medical Sciences (AIIMS) Bhopal
Saket Nagar, Bhopal- 462 020 (MP) INDIA

Dear Sirs,

Ref. Your E-Tender document No _____, dated _____
We, _____ who
are proven and reputable manufacturers of _____
(name and description of Consumables/Goods/Stores offered in the tender) having factories at
_____, hereby
authorise M/s _____ (name and address of the
agent) to submit a tender, process the same further and enter into a contract with you against
your requirement as contained in the above referred E-Tender Enquiry documents for the
above Stores manufactured by us.

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

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

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

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____
[Name & address of the manufacturers]

Note:-

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter's scanned copy may be uploaded and handed over as and when directed.
3. In Case of Proprietary Article, the necessary Certificate separately enclosed/uploaded in E-Tendering Solution of AIIMS Bhopal for scrutiny in Pre-Qualification Stage.



ANNEXURE– XI

E-TENDER Id: AIIMSBPLHOSP161700116112016

Annual Rate Contact for Refilling & Supply of Medical Gases for AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 (MP)

EMD BANK GUARANTEE (EMD-BG) FORMAT

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "Tender") against the Purchaser's E-Tender Enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity (180 Days):-
 - a) fails or refuses to furnish the performance security for the due performance of the contract.
or
 - b) fails or refuses to accept/execute the contract.
or
 - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This EMD Bank Guarantee will remain in force for a period of additional 90 Days (Ninety days) after the period of tender validity (180 Days) i.e. total validity of EMD should be 270 Days from the scheduled date of submission of Bid and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the authorized Office of the issuing Branch of the Bank _____

Name and designation of the Officer _____

Seal, Name & Address of the Bank _____

Address of the issuing Branch with Telephone No. & Email ID _____



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ANNEXURE–XII

E-TENDER Id: AIIMSBPLHOSP161700116112016
Annual Rate Contact for Refilling & Supply of Medical Gases for AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 (MP)

PERFORMANCE SECURITY BANK GUARANTEE FORMAT

To,

The “Director”,
 All India Institute of Medical Sciences (AIIMS) Bhopal
 Saket Nagar, Bhopal- 462 020 (MP) INDIA

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ dated _____ to supply (Stores) (herein after called “the contract”).

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 recognised 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 _____ (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 shall be valid up to Thirty Nine (33) months from the date of issue of Notification of Award by AIIMS Bhopal i.e. up to ----- (indicate date).

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

.....
 Name and designation of the officer

.....

Seal, name & address of the Bank and address of the issuing Branch,
 including Telephone No. & Email ID

ANNEXURE–XIII

ANNUAL RATE CONTRACT AGREEMENT FORMAT

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

E-TENDER Id: AIIMSBPLHOSP161700116112016

Annual Rate Contact for Refilling & Supply of Medical Gases for AIIMS Bhopal Hospital, Saket Nagar, Bhopal-462020 (MP)

This agreement is made at **Bhopal** on the _____ day of **Two Thousand Fifteen** between **Director, AIIMS Bhopal acting through _____, All India Institute of Medical Sciences(AIIMS) Bhopal, Saket Nagar, Bhopal-462020 (MP)** (hereinafter called '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part**.

AND

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

WHEREAS the '**Client**' is desirous to engage the '**Agency**' for Supply of approved _____ in response to Purchaser's e-Tender ID No. _____ and subsequent Amendment/Corrigendum/NOA (if any issued) to AIIMS Bhopal as per the terms and conditions stated below:-

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

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

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

Any other additional services (if applicable) and cost thereof:

Total value (in figure) _____ (In words) _____

2. The Rate Quoted by Supplier Agency (Second Party) and accepted and approved by AIIMS Bhopal (First Party) for above said Equipment/Goods/Stores/Items shall remain valid for initial period for Two year subject to extendable for the further period of Six Month on mutual agreement basis after completion of initial Two year period. No claim of Second Party for increase of the above mentioned items rates during the currency of this Rate Contract shall be entertained by First Party.
3. The Second Party is liable and ensure that the supplied Equipment/Goods/Stores/Articles are brand new and supply in good conditions to the respective stores by the bidder whether imported or indigenous items at their own cost & risk up to F.O.R. to user Department (i.e. where the equipment needs to be installed) at AIIMS Bhopal. Second Party should arrange replacement of damaged, substandard items on free of cost to AIIMS Bhopal on immediate basis.
4. The Second Party and his Original Manufacturing Company (on behalf of whom the participating Agency has enclosed the Authorization Certificate for participation in this e-Tender) is liable for supply of regularly required consumables / spares parts / optional accessories for the period of 3 years from the Date of Acceptance of Goods by First Party to First Party.
5. The Second Party shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the First Party (Director, AIIMS Bhopal). If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled & the performance security deposit of Second Party shall be forfeit by First Party.
6. The First Party shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the Second Party in the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/commissioning of ordered Equipment/Stores/Goods/Items at AIIMS Bhopal.
7. The Second Party will not request to First Party for increase in quoted price and change in quality of product during the validity of Rate Contract period.
8. **Fall Clause:** If at any time during the execution and currency of this Rate Contract, the Second Party or his Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Bhopal Hospital/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, the Second Party shall forthwith notify First Party (i.e. Director, AIIMS Bhopal/Medical Superintendent, AIIMS Bhopal), and the necessary difference amount about such reduction or sale or offer of sale to the purchaser (First Party) and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to First Party by the Bidder or First Party will deduct the difference Amount from the pending bills/Performance Security Deposit to recover the loss to the Government.
9. **Delivery of the Supplies/Stores to F.O.R. and Penalty for delayed Supply:-** The Second Party is liable for supply, installation, Testing and commissioning the ordered equipment upto F.O.R. at User Department of AIIMS Bhopal within stipulated given period mentioned on Purchase/Supply Order issued by First Party to Second Party and for delayed supply a penalty of 0.50% of the value of order per day for delayed supply, subject to a maximum of 7.50% of the total value of the order shall be deducted from the pending Bills/Performance Security Deposit of Second Party by First Party. Maximum delay of only 15 days is

admissible subject to applicable penalty deduction as per applicable Terms & Condition of this e-Tender.

- 10. Inspection of Supplies:-** Inspection of Items supplied/Installed/Commissioned by Second Party will be done by the duly constituted committee nominated on behalf of First Party by Director, AIIMS Bhopal and or his authorized representatives in AIIMS Bhopal Hospital premises at designated place as per applicable Terms & Condition of this e-Tender.
- 11. Payments:-** First Party will made Payments to Second Party only after the completion of the ordered supplies as per terms and conditions and specification against the respective e-Tender/Supply Order in the designated place of Hospital or Hospital stores duly approved on satisfactory inspection, acceptance in the concerned user department against the pre-receipted bills in triplicate along with delivery challans on each month wise. The CST/Sales Tax/VAT/Excise Duty/Custom Duty with applicable Service Tax and any other Taxes of Statutory bodies should included in the Payment Claim Bill of Supplier Agency and the Agency solely will liable for necessary Tax Deposition to the concerned Statutory Tax Department as per applicable rules and AIIMS Bhopal will release Claim Payment after due deduction of prevailing applicable Taxes like MP VAT/TDS on prevailing Rates or after deduction of other applicable rules which will applicable rates/procedures in near future (like GST etc.) to Supplier Agency after satisfactory acceptance of supplied Goods/Equipment.
- 12. Disputes & Arbitration:-** All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will appointed by the Director, AIIMS Bhopal for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.
- 13. Law Governing the Contract and Jurisdiction:-** The contract Governed under Contract Act 1872 and instructions thereon from the government of India. The Court of Bhopal shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 14. Performance Security Deposit:-**

The Second Party will liable to deposit one time 10% amount of their L-1 Rank Items as per the Annual Medical Gas quantities determined on L-1 Unit Rate Basis and communicated by the AIIMS Bhopal during Award of work as Performance Security Deposit in favour of First party i.e. "Director, AIIMS Bhopal" by way of Fixed Demand Receipt /Demand Draft/Performance Bank Guarantee in the format given at "Annexure-X" from any nationalized/Commercial Bank refundable after expiry of the tenders/or after the completion of Initial Two year + Further Six Months Period after satisfactory completion of 2 Years period + 3 months (valid for i.e.33 months), this Performance Security will suffice for entire concurrency of Rate Contract (i.e. during the concurrency of this Rate Contract tender, approved vendor need not to re-submit Performance Security again and again, since the nature of items in this tender having consumable nature). No dues certificate from the Manifold/Deptt. of Anesthesia Authorities is required to be obtained by the Supplier Agency after the successful completion of Rate Contract Period. Performance Security Deposit/EMD is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect. **Failure to furnish Performance Security in time would entail forfeiture of Earnest money deposited by the Firm & the Cancellation of their Offer.**
- 15. Exclusive right to First Party (The Director, AIIMS Bhopal, India).**

The Director, AIIMS Bhopal, India as the full and exclusive right to accept or reject, increase or decrease order quantity or cancel the supply at any time without assigning any reason during the currency of this Rate Contract Period.

THIS AGREEMENT will take effect from _____ Day of _____ Two Thousand Fifteen and shall be valid for Two Year.

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

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