

ALL INDIA INSTITUTE OF MEDICAL SCIENCES

Bathinda (Punjab) 151001

Website: <https://aiimsbathinda.edu.in/>

E-Tendering Portal: CPP Portal

E- TENDER DOCUMENT

Rate Contract for supply and refilling of Medical Nitrous Oxide Gases in bulk and small cylinder to AIIMS Bathinda for a period of two years.

Notice Inviting E-Tender

E -Tender No. AIIMS/BTH/Tender/43/1

Dated: 06/05/2022

The Executive Director, AIIMS Bathinda, invites E-Bids in Two Bid System (i.e., Technical and Financial Bid) from eligible manufacturer / authorized supplier / authorized distributor online through E-procurement solution portal of AIIMS Bathinda, 750 Bedded Hospital, on mutually agreed terms and conditions and satisfactory performance for supply of below mentioned gases on Rate Contract basis for a period of **(02) Two Years** from the date of commencement of award. If the performance is found satisfactory, the contract would be extendable further for a period of (01) one year. However, the contract may be terminated by AIIMS, Bathinda if the services are not satisfactory.

Sr. No.	Nomenclature	Approximate quantity to be supplied for two years from the date of supply order
1.	Nitrous Oxide (N <sub>2</sub> O Bulk) in D-Type Cylinders *	20,000.00-Cum.(m <sup>3</sup> )
2.	Nitrous Oxide in Service Cylinders. (In A type) *	1000.00-Cum.(m <sup>3</sup> )
3.	Rates of the spare parts to be used	

\*(Cylinders to be provided by vendor)

*Note: The Bidder must quote for all the sizes of cylinders.*

The firm must be a manufacturer / authorized supplier/ authorized distributor of **Medical Nitrous Oxide Gases** and the firm should hold a valid license for manufacturing/distribution/drug licence of medical grade gases from the state drug controller as per the provision of drugs and cosmetic act 1940 and rules there under and latest amendments.

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 Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. Of India, therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim (As per latest notifications).**

The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS,

Bathinda will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.





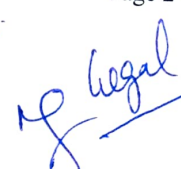
E-Tendering Portal: Tender documents may be downloaded from institute's web site [www.aiimsbathinda.edu.in](http://www.aiimsbathinda.edu.in) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>  
Email: [procurement@aiimsbathinda.in](mailto:procurement@aiimsbathinda.in)

## **E-TENDERING SCHEDULE**

**Rate Contract for supply and refilling of Medical Nitrous Oxide Gases in Cylinders for two Years at AIIMS, Bathinda**

### **Schedule of Tender**

Issue / Publishing Date	:	06 May 2022 06:00 pm
Pre-Bid Conference, Date & Time	:	13 May 2022 03:00 pm
Last date and time of submission of e-Tender	:	28 May 2022 12:00 pm
Date & time of opening of e-Tender	:	30 May 2022 12:00 pm
Venue	:	AIIMS Bathinda
Tender Value		Approximate value of this tender is Rs. 75,00,000/-.

## General Conditions of Contract

E-tenders in Two Bids (Technical & Financial) are invited on behalf of the Executive Director, All India Institute of Medical Sciences, Bathinda from interested and eligible manufacturers for **Rate Contract for Supply and Refilling of Medical Nitrous Oxide Gases in Cylinders for two Years at AIIMS, Bathinda**

- 1) Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.
- 2) The complete bidding process is online. Bidders should be in possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC needs to be registered on the website mentioned above. For any assistance for the e-bidding process, if required, the bidder may contact the helpdesk at 0120-4001002.
- 3) Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'.
- 4) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 5) Hard Copy of earnest money deposit and tender fee etc. must be delivered to AIIMS, Bathinda on or before the last date/time of Bid Submission as mentioned above. The bid without EMD and tender fee will be summarily rejected.
- 6) The tender shall be submitted online in two parts, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents before uploading.

**The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.**

- 7) Any future clarification and/or corrigendum(s) shall be communicated through <https://eprocure.gov.in/eprocure/app> or through our website: [www.aiimsbathinda.edu.in](http://www.aiimsbathinda.edu.in). The bidders are required to regularly check the website to know about any/all such corrigendum(s) as only these bids, taking care of such corrigendum(s) shall be considered for finalization of the tender.
- 8) Bidder should necessarily enclose a covering letter mentioning a summary of the applied document with proper numbering. Secondly, bids should also attach a compliance sheet as per specification mentioning that they are complying to all specifications or have any variation.
- 9) The pre bid conference would be held on..... **at 03.00 PM** in the office of Tender Opening Room, AIIMS, Bathinda. All firm's representatives who are attending the pre-bid meeting, shall produce an authorization letter from their firm on the firm's letterhead. They are required to put their query in writing before the committee and submit the same in writing on its letterhead.
- 10) All the duly filled/completed pages of the tender should be given serial /page number on each page and signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions. Tenders with unsigned pages/incomplete/partial/part of tender if submitted will be rejected out rightly.
- 11) Any omission in filling the columns of Financial Bid form (Schedule of Rates) shall debar a tender from being considered. Rates should be filled up carefully by the tenderer. All corrections in this schedule must be duly attested by full signature of the tenderers. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected by full signature of the tenderers. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.

- 12) (i) **Bid Security (Earnest Money deposit (EMD))**: Reference to Office Memorandum vide no. F.9/4/2020-PPD Government of India, Ministry of Finance, Department of Expenditure; Dated 12<sup>th</sup> November 2020; Bid security declaration to be provided for participating in the Bid in favour of "Executive Director AIIMS Bathinda".
- (ii) EMD is required to protect the purchaser against the risk of Bidders conduct. The EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to the notice that the information/ documents furnished in its tender is incorrect or false.
- 13) Bidders are not allowed to submit more than one bid for the same/similar tendered item else all his bids shall be cancelled thereby making him disqualified in addition to the forfeiture of the EMD.
- 14) The successful bidders have to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within twenty-one (21) days from the date of award of this tender in his favour and also required to furnish the **Security Deposit (Performance Bank Guarantee) (PBG) equals to 3% of the contract value** in the form of FD/BG/TD/CD for **two months extra of the contract period** from any Nationalised/Scheduled bank duly pledged in favour of "Executive Director AIIMS Bathinda" & payable at Bathinda only. The EMD deposited by the successful bidder may be adjusted towards Security Deposit as demanded above after its validation for the required period. If the successful bidder fails to furnish the full security deposit or difference amount between Security Deposit and EMD within 21 (twenty-one) days after the issue of **Letter of Award** of Work, his bid security (EMD) shall be forfeited and award of tender in suppliers favour automatically stands terminated at his cost & liability, unless time extension has been granted by AIIMS, Bathinda.
- 15) The EMD/PBG shall be forfeited if the successful bidder fails to supply the goods/equipment in stipulated time or fails to comply with any of the terms & conditions of the contract or fail to sign the contract.
- 16) The bid shall be valid and open for acceptance by the competent authority of AIIMS Bathinda for a period of 180 (one hundred eighty) days from the published date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. The unilateral withdrawal at any stage will cause forfeiture of EMD in addition to any remedy that the purchaser may have under the law.
- 17) To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for Clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
- 18) After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions of the contract and who has quoted the lowest rate as per financial bid after complying with all the Acts / provisions stated / referred to for adherence in the tender.
- 19) The competent authority of AIIMS, Bathinda reserves all rights to accept or reject any/ all tender(s) without assigning any reason. It can also impose/relax any administrative term and condition/specifications of the tender enquiry after due discussion in pre-bid conference. This will be communicated and shown over the website of the Institute. No representation will be considered after pre-bid meeting and **bidders may ensure its queries only in pre-bid meeting.** AIIMS, Bathinda also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss

whatsoever it may cause to the bidder in the process.

- 20) Tender must be submitted on the prescribed Tender Form otherwise tender will be cancelled straightway.
- 21) The tender form is not transferable.
- 22) Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their tenders rejected out rightly.
- 23) It is required by all concerned, namely the Bidders/Suppliers, as the case may be to observe the highest standard of ethics during the procurement and execution of this Tender.
- 24) It must be mentioned clearly whether the bidder is a manufacturer/sole distributor/ sole agent for the items for which he is quoting.
  - (i) **Manufacturers** must add a certificate that item(s) is manufactured by them as per range of products.
  - (ii) **Sole Manufacturers** must add a certificate that they are the sole manufacturer of the Item for which they are quoting in this tender enquiry & item is /are their proprietary Item in India. The rate certificate is also required from the sole manufactures that the Rates quoted are the same as they quote to other State/Centre Govt./reputed Private organization and DGS&D rate for the similar item(s) and these are not higher than those quoted by them.
  - (iii) **Authorized agents** must add authority letter from their Manufacturer/Principals on the letter head of the manufacturer/principals signed by a competent person and comes in proforma given in attach must duly supported by a notarized affidavit on Indian Non-Judicial Stamp Paper of Rs.100/- (Rupees One Hundred only) that they are quoting Rates on behalf of them. The authorization letter must give/mention the purpose for which it is allowed. The validity period of the authorization letter must be mentioned in the authority letter otherwise the tender will be liable to rejection.
- 25) The supply order/contract may be cancelled and security deposit/performance bank guarantee be forfeited in the following cases also:
  - a) In case the tenderer on whom the supply order placed fails to make supplies within the delivery schedule and purchaser has to resort to risk purchase. The purchaser (AIIMS, Bathinda) may also recover from the tenderer the difference between the cost calculated on the basis of risk purchase price and the calculated on the basis of rates quoted by tenderer.
  - b) In case the goods are not supplied by tenderer on whom the supply order was placed and contract has to be cancelled the purchaser (AIIMS, Bathinda) may also recover from the defaulting tenderer, the difference of price quoted by the tenderer and price quoted by next tenderer on whom supply order has to be placed.
  - c) In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied. These goods shall also be taken back by the supplier and should be duly replaced with sample/ tender quality goods.
  - d) In case the vendor fails to supply the spare parts or fails to provide the agreed maintenance during the prescribed period, as per the terms of contract, the purchaser is automatically entitled to procure the required parts and hire services from the market at the risk and cost of the vendor, such inability of bidder will entail forfeiture the security deposit. The purchaser also reserves the right to terminate the contract on immediate notice, if the vendor fails to comply with this clause for more than one instance.
- 26) The bidders should have furnished a copy of GST registration number, the State / U.T. of registration and the date of such registration. Tenders not complying with this condition will be rejected.

**27) Turnover provisions: -**

- (i) The tenderers should submit along with the tender, a photo state copy of the last three years Annual

Accounts with Audit certificate by Chartered Accountant, Income Tax returns and a copy of current valid income tax clearance certificate (IT CC), otherwise bidder will not be considered for administrative evaluation (in evaluation of technical bid) and will be declared **disqualified** in technical evaluation.

- (ii) In case a bidder falls under Section 44AD/44ADA/44AE of Income Tax shall be required to submit a turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.
- (iii) In case the supplier is an Indian Agent, the firm can submit copies of purchase orders issued in favour of the firm (*As the payment is made through LC directly to foreign manufacturers and equipment payment does not exist in the book of account of the supplier*) in support of its turnover whatever amount is getting short.
- 28) **Force Majeure:** Any failure or omission to carryout of the provisions of this supply by the supplier shall not give right for any claim by supplier and purchaser to one against the other, if such failure or omission arise from an act of God which shall include all acts of natural calamities from civil strikes compliance with any statistics and or requisitions of the Government lockout and Strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state of incarceration provided that notice of the occurrence of any event by either party to the other shall be within two weeks from the date of occurrence of such an event which could be attributed to force majeure. Any delay due to Force Majeure will not be attributable to either of the parties.
- 29) In case any equipment / spare parts / are installed should be up for 95% of the total warranty time. If the equipment is down for more than 5% suitable action shall be taken against the supplier including imposition of penalty as deemed fit.
- 30) The successful Bidder shall at all times agree to indemnify and keep indemnified the purchaser against all losses, damages which may arise in respect of action/inactions of such Bidder or breach of any term of this tender by such Bidder. All claims regarding indemnity shall survive the termination of the contract with such Bidder.
- 31) **Liquidated damage/demerge:** - The time for the date of delivery/ dispatch stipulated in supply order shall be deemed to be the essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week subject to maximum of 10% of the value of the delayed goods or services under the contract. The competent authority of the institute may also cancel the supply at the cost & liability of the supplier. In such a case, bid security of the supplier shall stand forfeited.
- 32) **Legal Jurisdiction:** -The Courts at Bathinda alone and no other Court will have the jurisdiction to try the matter, dispute or reference between the parties arising out of this tender/supply Order/contract.
- 33) Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

### **Applicable Law:**

- 34) The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
- 35) Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Bathinda/Chandigarh, Punjab India only.
- 36) Except as otherwise provided under this Contract for immediate termination of the Contract, in the event of a dispute which may be arising out of the execution of the tender contract, the matter will be referred to

the Deputy Director (Administration). Appeal against the decision of the DDA will lie to the Director, AIIMS Bathinda and his decision shall be final and binding upon both the parties.

I / We hereby accept the terms and Conditions given in the tender

*(Signature & Stamp of the bidder)*

*Note- Please sign each page of document including terms & conditions & tender*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

## **Financial terms and conditions**

1. Rates are strictly required to be offered/quoted on the prescribed "**Financial Bid format**". Financial bids submitted without prescribed format may not be considered and will be deemed improper subject to the condition that there is a requirement to mention other items which are not mentioned in the said format.
2. Rates quoted should be inclusive of all including applicable taxes, packing, forwarding, postage, transportation and any other charges as per the **Annexure – III** for AIIMS Bathinda (Site of Use).
3. No additional, incidental or hidden charges will be paid, other than the quoted price for medical gases.
4. The supplier has to submit a notarised affidavit on Indian Non-Judicial Stamp Paper of Rs.100/- that the bidder has not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in the recent past. Therefore, if at any stage it has been found that the supplier has quoted lower rates than those quoted in this tender; the Institute (the purchaser) would be given the benefit of lower rates by the Supplier and any excess payment if any, will become immediately payable to the AIIMS, Bathinda. If such an affidavit is not submitted, the tender will be rightly rejected. (***Part of technical bid***)
5. If at any time during the period of contract, the prices of tendered items are reduced or brought down by any law or Act of the Central or State government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates afterwards.
6. If the price of the contracted articles is/ are controlled by the Government, in no circumstances the payment will be higher than the controlled rate.
7. Tender will be regarded as constituting an offer open to acceptance in whole or in part at the discretion of the competent authority of the institute for a period of 180 days (6 months) valid from the date of opening of the tender by the committee.
8. Order shall be issued for actual need basis. Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by AIIMS, Bathinda.
9. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.
10. **Tender Currencies:** The bidders are required to quote in Indian Rupees only.
11. **GST:** - If a bidder asks for GST to be paid extra, the rate and nature of tax applicable should be shown separately. The GST will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST and is payable as per the terms of the contract.
12. **Payment terms:** - For processing the payment, the supplier has to submit three copies of Invoice along with received challan copy duly counter signed by the user department and other relevant papers like Lorry Receipt etc. **Advance payment shall not be made under any circumstances.** The payment shall be made to the supplier's A/C through NEFT/RTGS mode as per the details provided by the supplier.
13. The firm should not demand separate security, caution money & rent/maintenance charge, transport charges and holding charges on gas cylinders, other than quoted price as per Annexure - III.

NO DEMURRAGE / WHARFAGE CHARGES WILL BE PAYABLE BY THE INSTITUTE UNDER ANY



CIRCUMSTANCES. NO ADVANCE PAYMENT WILL BE PAYABLE FOR CUSTOM CLEARANCE/  
FREIGHT/INSURANCE ETC

Note: In case of any dispute regarding award of tender, decision of AIIMS Administration would be final.

I / We hereby accept the terms and Conditions given in the tender

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(Signature & Stamp of the bidder)

Note- Please sign each page of document including terms & conditions & tender

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### Special Conditions of Contract:

1. For Medical Nitrous Oxide Gases, the firm must be a manufacturer / authorized supplier / authorized distributor of Medical Nitrous Oxide Gases.
2. In case the participating firm is the manufacturer, a valid manufacturing license for compressed medical gases from the state drug controller as per the provision of drugs and cosmetic act 1940 and rules there under should be submitted.
3. In case the participating firm is the authorized supplier/distributor, a valid manufacturing license of the manufacturer from which the participating vendor is procuring the medical gas, in accordance to point no. 2 (above) should be submitted.
4. The firm should hold a valid manufacturing license for compressed medical gases from the state drug controller as per the provision of drugs and cosmetic act 1940 and rules there under.
5. Firm, should have a valid license for storage filling and cylinder testing and another requisite license if any issued by CCOE as statutory requirement.
6. The tenderer has to ensure compliance of prevailing/latest guidelines/amendments of CCOE and gas cylinder rules Gas cylinder rules, 2016
7. The tenderer should timely obtain necessary filling permission from the chief controller of explosives under Rule 45 while supplying the cylinders for filling
8. Should have reputation and experience of over 3 years as Medical Gas manufacturer/ authorized supplier / authorized distributor to at least two of more than 200 bedded reputed government hospitals and should be supported with Copies of Supply Order/ Rate Contract
9. The supplier shall also submit the copy of the satisfactory performance certificate of two highest valued contracts awarded in the last three financial years duly signed by the appropriate authority of the concerned Hospital. Performance certificate should have been issued at least after one year of completion of work.
10. Firm quoting for Medical Nitrous Oxide Gases should have minimum audited average annual turnover of INR **Fifty Lakhs** for last Three Financial Years
11. The Firm should have its own full-fledged laboratory with full-time chemist to test cylinders and to provide testing reports on quarterly basis.
12. Rates shall be quoted for supply of medical gases F.O.R. AIIMS Bathinda site.
13. Rates of spares and services should be mentioned separately.
14. Gas cylinders shall be supplied by the firm depending on the day-to-day demand of Hospital.
15. Mode of measurement 1 Kg. = 0.534 m<sup>3</sup> temperature of 15 C.
16. The prices applicable to this contract quoted in the tender will remain firm during the period of contract.
17. Should have full facility for testing and logging for impurities in each batch of manufactured gas & cylinders per latest directions/notification from CCOE. The facilities shall be open to inspection by Hospital Authorities.
18. In house facility for regular testing & certification of cylinder for tare weight, Hydraulic pressure tests etc. as per norms for compressed gas cylinders under explosives Act 1981, expenditure for testing & certification will be borne by company.
19. The firm should have adequate & efficient safe transport in order to ensure timely supply of medical gases.
20. The firm should maintain the color code of all medical gas cylinders.
21. The firm has to provide medical gases in cylinders (Cylinders to be provided by the vendor). AIIMS Bathinda will not provide any cylinders to the firm.
22. Repair of damage caused to the cylinder be quoted separately.
23. Rates for external/internal cleaning drying, painting & testing etc. are to be quoted separately.
24. The firm should not demand separate security, caution money & rent/maintenance charge,

- transport charges and holding charges on gas cylinders.
25. As the firm is to ensure the fitness of the cylinder prior to the filling to the required pressure, they shall be required to undertake internal examination and hydraulic testing of all the cylinders, but prior information be provided to in charge Manifold.
  26. The firm should supply and station the cylinders to the administrative area of the manifold room. No installation and uprooting charges will be paid.
  27. In case the supplier fails to supply the material as per requirement, the order will be liable to be cancelled without any prior information and the Security Money/Earnest Money, whichever is available at that time, will be forfeited.
  28. The firm will be responsible for routine check and maintenance at no extra cost.
  29. The firm should ensure refilling and supply of all types of cylinders A and D type for medical nitrous oxide gases.
  30. Rate should include loading and unloading charges at factory site as well Institute site. Separately any other taxes/ GST/duties payable should be clearly mentioned. The Institute shall bear any increase in the statutory taxes/duties (such as excise duty) only on the finished goods/product, which may become livable at a later date during the period of contract. However, the Institute shall be entitled to the benefit of any decrease in the price on account of reduction or remission of excise duty, sales tax or any other statutory tax or duty which takes place during the period of contract. The agencies shall clearly specify the sales tax to be charged from the Institute.
  31. A detailed examination of the empty cylinders will be carried out by the contractor on receipt of the same at AIIMS Bathinda site. In the event of any fitting and spares including valves, caps etc. found damaged or lost occurred at AIIMS Bathinda site, the contractors are required to fit the damage/missing parts. The list of damaged parts requiring repair or replacement must be submitted by the contractor on the same day, duly verified by the manifold technician/steward/person on duty, before taking out the empty cylinders from the AIIMS Bathinda site. List of spares other then mentioned in **Annexure – V** by the vendor shall not be processed from reimbursement.
  32. Examination of cylinder: - This should be carried out by contractor as per gas cylinders codes 1940 and as laid down in red Tariff No.19 (Also gas cylinder rates as amended from time to time).
  33. The gases will be supplied in named cylinders with caps on.
  34. Guarantee Certificate: - The gases supplied against this order shall be deemed to bear a warranty of the contractor against deterioration, defective material, workmanship and performance for a period of 12 months from the date of receipt of stores at AIIMS Bathinda. If during this period the stores supplied are found to be defective in performance or deteriorated, the contractor shall be responsible for all consequences.
  35. Rectification of defects: - In the event of cylinder is given to the vendor for rectification of defects, the vendor will ensure that the defects are attended to immediately without loss of time so that the cylinders can be reused.
  36. No extra payment will be made to the contractor on account of damage/theft of cylinders, fittings spares, valve camps etc., during transit or at the filling site.
  37. The quantity of gases can be increased or decreased, as per requirement of this office and no claim whatsoever will be entertained on these accounts.
  38. The firm MUST maintain uninterrupted supply of Medical Gases even in case of emergencies. In case the firm fails to supply the required medical gases on time, in addition to the penalty applicable as per the contract, the Hospital reserves the right to make alternate arrangements for the supply of gases at the firm's risk and the cost of risk purchase will be borne by the firm, even if the charges are higher than the agreement rates.
  39. Tenderer are bound to supply /refill the cylinders during the validity of tender at the approved rates. If the price of any item is reduced due to any reasons during the validity of the tender, the same should be intimated to AIIMS Bathinda and the benefit of reduced rate should be passed to AIIMS Bathinda.
  40. Cylinder should mention date of last testing & due date of next testing.
  41. Note: Representatives from the hospital may visit the suppliers place from time to time for

checking gross weight, tare weight and net weight of the cylinders. The supplier shall have to provide necessary information and shall cooperate in this matter, no additional charges will be payable from the hospital.

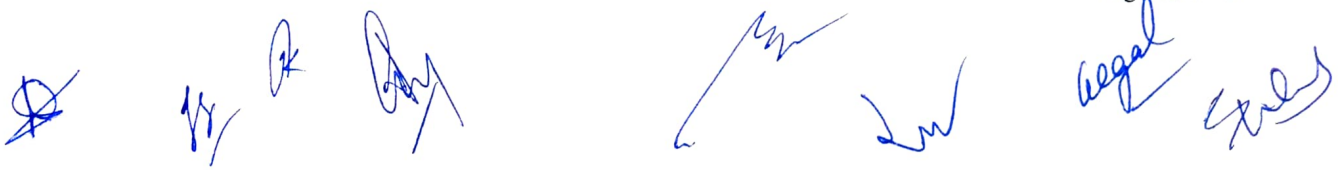
**42. The Bidder has to quote for all the type of Medical Nitrous Oxide cylinders.**

43. For Medical Nitrous Oxide gas, the rate should be quoted on a per Kg basis. Mode of measurement 1 Kg. = 0.534 m<sup>3</sup> temperature of 15 C. Cylinders showing less weight shall be returned and the vendor shall replace them with adequately filled cylinders at their own cost.
44. The bidder should have Manufacturer Authorization certificate for Medical Grade Nitrous Oxide from concerned appropriate government institutions.
45. The filled cylinder supply will be ensured by the supplier without any interruptions. This will be the prime responsibility of the approved supplier.
46. The supplies / bills should be accompanied by a batch analysis report.
47. A reserve stock of Two to Three times cylinder filled nitrous oxide medical IP grade will be kept in the Hospital every time.
48. All material, machinery, cylinder, manpower and consumables etc. required for the Supply & Refilling of Medical Gas Cylinders shall be arranged by the contractor. Cost of all the items should be taken into consideration while quoting the charges as per Annexure - III.
49. The delivery of filled cylinders and collection of empty cylinders from AIIMS premises shall be the responsibility of the contractor.
50. There should be proper color coding for nitrous oxide cylinders.
51. The Bidder should refill nitrous oxide within 07 days from the receipt of intimation.
52. **Penalty for delay in supply:** If the supplier fails to deliver any or all the items or fails to perform the service within the time frame(s) incorporated in the tender, AIIMS Bathinda shall, without prejudice to other right and remedies available to AIIMS Bathinda under the tender, deduct from the quoted price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of the quoted amount. Once maximum 10 % of the value of the contract for delayed supply is reached, AIIMS Bathinda may consider termination of the rate contract.
53. **Labeling of cylinders:** – 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. 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.
54. The cylinders from the bidder side should have PROPER VALVE GUARD with anti- tamper sealing.
55. The cylinders should be checked and tested as per the CCOE, Nagpur rules and regulations.
56. Dedicated gas cylinders should be used for medical gases. These cylinders are specially treated to fill medical grade gases.
57. In case there is leakage of any cylinder due to any defect of cylinder, the supply will not be accepted by AIIMS Bathinda.
58. **Indemnify to AIIMS Bathinda by Tenderer:** Tenderer should indemnify AIIMS Bathinda 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 Bathinda, the firm will be responsible as per existing laws as applicable and bear all the cost and compensate the victims (if any).
59. Rejected supply should be taken back and be replaced by the supplier within the specific period (07 days) as instructed by the AIIMS Bathinda. In case of failure to do so, Director, AIIMS Bathinda reserves the right to dispose of the rejected supply if not lifted from this from the Hospital Complex of AIIMS Bathinda by the Supplier Agency/Contractor within the stipulated period and against the same no payment shall be made to the Supplier Agency/Contractor.
  60. Proper steps should be taken from the contractor side on cylinders safety, maintenance & arranging safety and operation training for manifold operators.
  61. It will be the sole responsibility of the contractor to refill the cylinder within the stipulated time frame, otherwise, the Institute may impose a penalty.
  62. The Supplier shall always keep adequate supply of all type Cylinders of at all times filled in the manifold room of AIIMS Bathinda for any contingencies
  63. Hospital staff to be trained for day-to-day monitoring, operation and emergency with no financial liability of government.
  64. AIIMS, Bathinda shall be the sole authority to cancel or amend the order, as per requirement, and also to place order for supply of item beyond office hours/holidays/place of supply for which, no additional payment shall be made.
  65. The Successful Tenderer shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of making arrangement for supply of the desired items even on short notice to AIIMS, Bathinda.
  66. Medical Nitrous Oxide gases in cylinder will be received after checking the number of cylinders received and weight/pressure, as the case may be for different gases and recorded by vendor and manifold staff in a register. The vendor shall be asked for records any time for checking.
  67. The rate quoted by the participating Firm/Agency/Company should not be higher than the rates at which the items are being supplied by it to other Government Institutes/Ministries/Departments/PSUs. If subsequently it is found that the firm has supplied such items at higher rates to the All-India Institute of Medical Sciences (AIIMS), Bathinda, the excess amount shall be recovered from the Performance Security and/or from the pending bills of the firm along with a penalty of Rs. 500/- (Five Hundred) on firm on such occasion and shall be doubled on subsequent occasions.
  68. Random sampling will be done at the Institute and pilferage or less quantity will be recovered at panel rate i.e., double the supply rate.
  69. The quantity of nitrous oxide can be increased or decreased, as per requirement of the hospital patient load.
  70. The agency shall not engage any sub-contractor or transfer the contract to any other person in any manner.
  71. The bidder shall be bound by the details furnished by him/her to the All-India Institute of Medical Sciences (AIIMS), Bathinda while submitting the tender or at subsequent stage. Upon selection of the Tenderer, if at any stage, the documents furnished by him/her are found to be false, it would be deemed to be a breach of terms of contract, the contract shall be cancelled at the discretion of competent authority and performance security shall be stand forfeited.
  72. The firm has not been blacklisted in the past by any government/ Private institution and there is no Vigilance/CBI case pending against the firm supplier.
  73. The rate quoted by firm should be final and written in ink or typed against each item and should not be overwritten.
  74. Each page of the Tender Notice should be signed and stamped by the bidder in token of having

accepted the same.

75. The AIIMS, Bathinda reserves the right to place an order for supply of any items mentioned in the Financial Bid or otherwise, to any other firm(s) in emergency/unavoidable situation.
76. Inspection: The Director, AIIMS Bathinda shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
77. The material should be supplied to the manifold room, AIIMS, Bathinda, as directed by manifold in-charge, without any additional cost of any type.
78. In house facility for regular testing & certification of cylinder for tare weight, Hydraulic pressure tests etc. as per norms for compressed gas cylinders under explosives Act 1981, expenditure for testing & certification will be borne by the company.
79. The firm must maintain 3 times the required cylinders for quoted medical grade nitrous oxide.

## Specifications of Medical Gases

### **Specification of Nitrous Oxide**

- a. Medical grade I.P. 1996/Latest IP 2010 -Certified safe for human use.
- b. Purity 99-100% in liquefied form.
- c. Humidity and other impurities zero percent.
- d. Free from hydrogen sulphide.
- e. Free of all forms of reducing and oxidizing substances.
- f. Should not cause any damage to the materials of cylinders, Gas pipeline, Anesthesia machine and ventilators.
- g. Each batch must have passed tests for alkalinity, arsenic, phosphate and ammonia.

### **A. Specifications of D Type of Nitrous Oxide Cylinder**

1. Supply of N<sub>2</sub>O Bulk Cylinder ISI marked to IS 7285(Part-2):2004 duly approved from CCOE Nagpur. The cylinder shall be fitted with valve & valve guard having following broad specifications:
  - a. Dimensions : 232 mm O.D x 1365 mm length.
  - b. Capacity Minimum : 1800 liters N<sub>2</sub>O Gas capacity/46.7 liters Water capacity
  - c. Minimum Wall thickness = 5.2 mm.
  - d. Working pressure at 15°C = 150 kgf/cm<sup>2</sup>.
  - e. Test pressure = 250 kgf/cm<sup>2</sup>.
  - f. Nominal Tare Weight = 51.00 kg with Neckning
  - g. Neck threading: IS: 3224
2. Color code of the cylinder should as per IS 3933-1966 with updating till date.
3. Certificate - Manufacture certificate, ISI certificate & department of explosion Govt. of India to be provided for each specified cylinder separately at the time of supply.
4. Matching Key cum spanner to release Nitrous oxide to be attached with each cylinder separately or should have modern valve and regulator.

### **B. Specifications of A Type of Nitrous Oxide Cylinder**

1. Supply of Nitrous oxide Bulk Cylinder ISI marked to IS 7285(Part-2):2004 duly approved from CCOE Nagpur. The cylinder shall be fitted with valve & valve guard having following broad specifications:
  - a. Water capacity = 5 litres capacity
  - b. Gas capacity = 0.75 cu.mm
  - c. Outside diameter = 108mm
  - d. Wall thickness = 4mm
  - e. Cylinder length = 735mm
  - f. Cylinder weight = 9.3 kg
  - g. Working pressure at 15°C = 150 kgf/cm<sup>2</sup>.
  - h. Test pressure = 250 kgf/cm<sup>2</sup>.
  - i. Neck threading: IS: 3224
2. Color code of the cylinder should as per IS 3933-1966 with updating till date.
3. Certificate - Manufacture certificate, ISI certificate & department of explosion Govt. of India to be provided for each specified cylinder separately at the time of supply.
4. Matching Key cum spanner to release Nitrous Oxide to be attached with each cylinder separately or should have modern valve and regulator.

**TECHNICAL BID**  
(Documents to be attached in the "Technical Bid")  
**(Scanned copy of following must be uploaded)**

The Scanned copies of the following Mandatory documents to be uploaded on e-Tendering Portal in the following format:

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
1	(To be Mentioned in the Letterhead). Name & Address of Tenderer with phone number, email -id. Specify whether a Company /Proprietorship / Partnership firm Name of Proprietor /Partner/Managing Director/Director.		
2	Name, Address & designation of the authorized person for signing the bid documents. (Authorization should be made in Letter head of the Organization)		
3	PAN No. (enclose the attested copy of PAN Card)		
4	Signed copy of GST Certificate showing clearly GST no. of the firm		
5	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization		
6	Firms registered with NSIC (for sales & Service of Similar Items) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate).		
7	Reference to Office Memorandum vide no. F.9/4/2020-PPD Government of India, Ministry of Finance, Department of Expenditure; Dated 12 <sup>th</sup> November 2020; Bid security declaration to be provided for participating in the Bid in favour of "Executive Director AIIMS Bathinda".		
9	Whether each page of NIT and its annexure have been signed and stamped		
10	Whether Bidders have quoted for each item mentioned in Annexure V (Yes/No) (If NO, then please attach a list of quoted items with the Technical Bid without indicating price)		
11	Income Tax return for the last Three years.		
12	Firm has a minimum audited average annual turnover of INR 50 Lakhs for last Three Financial Years (Duly signed by CA)		
13	Attested copy of the audited balance sheets and P&L account for the last three financial years. (An attested and signed copy of provisional balance sheet shall be acceptable for last three F.Y)		
14	Proof of, "Should have reputation and experience of over last 3 years as Medical Gas manufacturer/ authorized supplier / distributor to at least two of more than 200 bedded reputed government hospitals and should be supported with Copies of Supply Order/ Rate Contract"		
15	List of Major Customer may be given on a separate sheet		

16	Proof of, "Copy of the satisfactory performance certificate of two highest valued contracts awarded in last three financial years duly signed by the appropriate authority of the concerned Hospital. Performance certificate should have been issued at least after one year of completion of work."		
17	Undertaking for acceptance of all Terms & Conditions in original (Annexure-I).		
18	Undertaking for Criminal Liability on Non-Judicial Stamp Paper worth of Rs. 100/- as per Annexure, duly attested by notary public in original (Annexure-II)		
19	Self-declaration that the manufacturer for the Medical Gases has an in-house testing facility to for testing and logging for impurities in each batch of manufactured gas & cylinders per latest directions/notification from CCOE		
20	Self-declaration that the manufacturer for the Medical Gases has an in-house testing facility to for measuring the tare weight, Hydraulic pressure tests etc. as per norms for compressed gas cylinders under explosives Act 1981.		
21	Self-declaration that the manufacturer for the Medical Gases has its own full-fledged laboratory with full-time chemist to test cylinders and to provide testing reports on quarterly basis.		
22	Self-declaration that the manufacturer must has local office in Bathinda with experienced and skilled personnel to attend all service calls. (Name and Mobile Number of a Key person, who can be contacted at any time. The person should be capable of taking orders and making arrangement for supply of the desired items.)		
23	Bank Details:		
	1. Beneficiary Name:		
	2. Bank Name:		
	3. Account No:		
	4. IFSC Code:		
	5. Branch Address:		
	Any other information, if necessary		
24	Sale Tax Registration No.		
25	TIN No. with Proof		
26	Name and Mobile Number of a Key person, who can be contacted at any time. The person should be capable of taking orders and making arrangement for supply of the desired items		
27	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 Bathinda, the firm will be responsible as per existing laws as applicable and bear all the cost and compensate the victims (if any).		

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

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

Date:  
Place:

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

A series of handwritten signatures and marks in blue ink are located at the bottom of the page. From left to right, there is a circular stamp, a signature, a checkmark, a signature, a checkmark, a signature, and a signature.

## FINANCIAL BID:

1. The Rates are to be quoted in the given format as per "Annexure-V".
2. All quoted rates should be inclusive of packing & forwarding charges, insurance charges & freight (transportation) charges. Onsite delivery inclusive of labour charges, if any and percentage of GST.
3. The rates should be quoted in Indian Rupees in figure as well as in words only.
4. If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
5. The Bidder can quote either for all the medical gases or any one or more type of Medical Gas.
6. After due evaluation of the bids, Institute will award the contract to the responsive Bidder who has quoted the Lowest Price inclusive of all incidental charges up to storage site. GST as applicable shall be extra.

## FINANCIAL EVALUATION:

1. The financial bid shall be opened of only those bidders who have been found to be technically eligible. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The institute shall inform the date, place and time for opening of financial bid.
2. Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
3. The AIIMS Bathinda does not bind himself to accept the lowest bid or any bid and reserves the right of accepting the whole or any part of the bid or portion of the job offered; and the bidder shall provide the same at the rates quoted. The AIIMS Bathinda reserves the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever.
4. In case of more than one bids are L-1, the Executive Director reserves the right to decide L-1 on the bases of any method that will be in the favour of the institution, i.e., turn over, experience of supply, highest values of previous contracts or supply provided to institutes of national importance, having multi-manufacturing unit & may not be dependent on one unit only, Total production capacity of gases per day in tons, Total storage capacity of gases at different units., Total no. of Liquid Oxygen transport tank.

### Undertaking

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We shall supply the items of requisite quality and quantity at a given rate in a timely manner.
3. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish within 15 days, Bank Guarantee/ Performance Security after the issue of Purchase Order, as applicable, in the format to be provided by AIIMS Bathinda in addition to execution of a contract as pre-condition for obtaining the supply orders.
4. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government has banned /suspended business dealings. I/We further undertake to report to the AIIMS Bathinda immediately after we are informed but, in any case, not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.
5. I/We undertake that the information given in this tender are true and correct in all respects and I/We hold the responsibility for the same.

(Signature of the Bidder)

Name:

Designation with Seal of the Firm:

**FORMAT FOR MANUFACTURER'S AUTHORIZATION**

***All India Institute of Medical Sciences (AIIMS) Bathinda***

Dear Sir,

Ref. Your NIT No \_\_\_\_\_, dated \_\_\_\_\_  
We, \_\_\_\_\_ who are  
proven and reputable manufacturers of \_\_\_\_\_ (name and  
description of the Items offered in the Quotation) having factories at \_\_\_\_\_ hereby  
authorize Messrs. \_\_\_\_\_ (name and address of the agent) to submit a Quotation,  
process the same further and enter into a Rate Contract with you against your requirement as contained in the  
above referred Quotation Form for the above items 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 Rate Contract with you against your  
requirement as contained in the above referred Quotation Form for the above items manufactured by us.

We also hereby confirm that we would be responsible for the satisfactory execution of supply 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,***

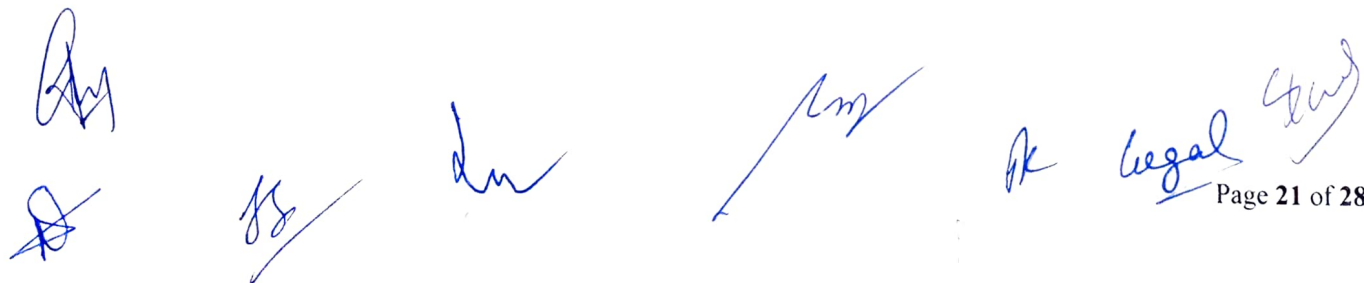
***[Signature with date, name and designation]***

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 may be enclosed with technical bid.



**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC**  
**SECURITY**

To

**Executive Director**

All India Institute of Medical Sciences Bathinda,  
Mandi Dabwali Road,  
Bathinda (Punjab)-249201

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no \_\_\_\_\_ dated \_\_\_\_\_ to supply (description of goods and services) (hereinafter 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 irrevocable bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you unconditionally, 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 you to first demand the said amount of guarantee from the supplier before raising the demand with us. You may directly raise the demand with us, without asking the supplier for the same.

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

This guarantee will not be changed due to change in the constitution of the bank or the supplier.

This guarantee shall be valid up to 65 months from the date of satisfactory installation of the equipment i.e. up to - \_\_\_\_\_ (indicate date).

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

.....  
Name and designation of the officer

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

**CERTIFICATE OF PRICE**

**JUSTIFICATION**

[To be given on letter head]

NIT No.:

I/We, M/s. \_\_\_\_\_ certify  
that the rates provided are our best rates and we have not given these materials to any  
Government Department/PSU/Institution for lesser than these rates in last one year.

SIGNATURE AND STAMP OF THE  
BIDDER

**UNDERTAKING**

*FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS TENDER DOCUMENT*

To

**The Director,  
AIIMS Bathinda,**

**Sir/Madam,**

1. The undersigned certify that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection to any of the content of the tender document and I undertake not to submit any complaint/representation against the tender document after the 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, BATHINDA, PUNJAB - 151001 to supply the approved and awarded items in the approved prices to AIIMS Bathinda.
3. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIMS Bathinda, India (hereinafter called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
4. Performance security of Rs. \_\_\_\_\_/- shall be deposited by me/us in the form of FDR/Bank Guarantee in favour of All India Institute of Medical Sciences, Bathinda on award of the contract from a Nationalized / Commercial Bank and shall remain in the custody of the Director, AIIMS Bathinda till the validity of the Contract period plus two months (i.e., for 26 months).
5. If it is deemed necessary to change 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 and will provide uninterrupted supplies as per demand of the hospital.
7. If I/We fail to supply the stores in stipulated period the AIIMS Bathinda 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 Director/ Partner of the tendering firm and/or manufacturer.
9. I/we undertake to supply the ordered items within the stipulated period and if fail to supply during the stipulated period the necessary action can be taken by the Executive Director, AIIMS Bathinda, 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 do hereby confirm that the prices/rates quoted are fixed 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 items at the prices and rates not exceeding those mentioned in the Financial Bid.
12. 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, Bathinda (India) will have full authority to take appropriate action as he/she may deem fit.

**Signature of Bidder**

With seal of firm

**(Name of Bidder)**

Place .....

Date.....

## ANNEXURE – II

### CRIMINAL LIABILITY UNDERTAKING

*(To be executed on Rs.100/-Non-judicial Stamp Paper duly attested by Public Notary)*

I..... S/o.....  
Resident of .....  
.....  
... do solemnly pledge and affirm that,

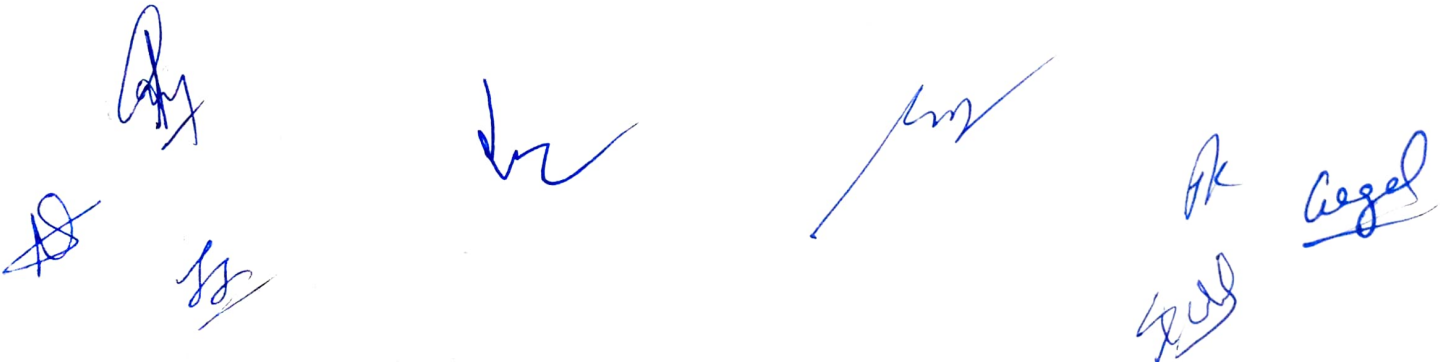
1. I am the Partner/Director/authorized signatory of  
M/s. ....
2. No police case and/or case by CBI/FEMA/Income Tax/Sales Tax authorities are pending  
against the Partner/Director of the firm/company (Agency) and also against the firm/company.  
(Indicate any convictions if any against the above persons or Firm/Company.)
3. The Partner/Director of the firm/company (Agency) and also the firm/company has never  
been blacklisted by any Government authority/organization.
4. I/We have not quoted the price higher than previously supplied to any Government  
Institute/ Organization/reputed Private Organization or DGS&D rate in the recent past.

**Signature (Name)**

Seal of the participating Bidder Company

Affirmation/Verification by

Notary Public



Format of Experience certificate

Contract No./Supply order No.	Name of the Purchaser *	Description of work	Qty Supplied	Value of Contract (Rs. In Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion

**Signature and seal of the manufacturer / Bidder .....**

**Place:**

**Date:**

**Note: Documents to be attached in support of the above.**

**\* Attach certificate(s) of payments.**

The bottom of the page contains several handwritten signatures in blue ink. On the left, there is a signature that appears to be 'S'. In the center, there is a signature that looks like 'M'. On the right, there are two more signatures, one of which is accompanied by a circular stamp containing the word 'Legal'.

## Annexure – IV

Approx. Annual Demand of Group Medical Gases for the year: -

S.No.	Name of Item	Approx. Quantity for	Costing Unit
01	Medical Nitrous Oxide Gas in A type Cylinders	AIIMS Bathinda is a 750 bedded hospital. AIIMS Bathinda will be running 16 major OTs. The requirement of all type of medical gases will be as per the actual requirement of the Hospital, which may increase or decrease as per the need.	Per Kg
02	Medical Nitrous Oxide Gas in D Type Cylinders		Per Kg

Note: Holding of cylinders x 3 times of daily use.

*[Handwritten signatures and marks at the bottom of the page]*

# Financial Bid

## Annexure- V

Rates for Medical Gases will be as per the Costing Unit described below.

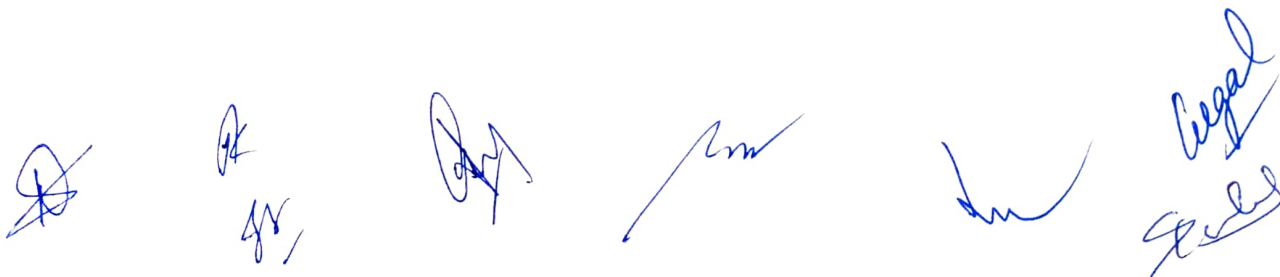
S. No.	Name of Item	Costing Unit	Cost per unit (a)	Other Charges Like spare Parts (b)	GST in % (c)	Transportation/loading/unloading or other incidental charges and any other hidden charges (Per unit including taxes) (d)	Total cost per unit inclusive of GST (a+b+c+d) (Rs_____ In figures and words)
01	Medical Nitrous Oxide Gas in A type Cylinders	Per Kg					
02	Medical Nitrous Oxide Gas in D Type Cylinders	Per Kg					

1. The Bidder can quote either for all or any one or more size of nitrous oxide gases in cylinders.
2. I/We have gone through the Terms & Conditions as stipulated in the Tender enquiry document and confirm to accept and abide by the same.
3. The above quoted rates are inclusive of packing & forwarding charges, insurance, freight and other incidental charges payable up to AIIMS Bathinda site. No other charges would be payable by the Institute.
4. That I/We shall supply the items of requisite quality.
5. That I/We undertake that the information given in this tender are true and correct in all respects.

Signature of the bidder with seal.

Date:

Place:

The bottom of the page contains several handwritten signatures in blue ink. On the far right, there is a blue circular stamp with the word 'Legal' written vertically inside it. Below the stamp, the word 'Seal' is handwritten.