

SUPERINTENDENT
JAWAHARLAL NEHRU MEDICAL COLLEGE
AND HOSPITAL, BHAGALPUR-812001

Website-www.jlnmchbhagalpur.org

TENDER NOTICE

**SUPPLY OF MEDICAL OXYGEN, NITROUS OXIDE, AND CO2 GASES,
DURING THE YEAR 2017/19**

Tender Reference no.	:	JLNMCH./DRUG/RC/2017 Dated:
Date of Commencement of Sale of Tender Document	:	31 st August'17
Last Date for Sale of Tender Document	:	12 th Sept. 2017.
Last Date and Time for Receipt of Tender	:	14 th Sept' 2017.
Place of Submission of Tender	:	SUPERINTENDENT, J L N M C H, Mayaganj, Bhagalpur
Pre-bid meeting date/time & place	:	4 th Sept' 2017.
Time and Date of Opening of Technical Tender	:	15 th Sept.' 2017 Superintendent Chamber 11 am
Place, Time & Date of Opening of Price Tender	:	Superintendent Chamber, Seven day after Technical Bid opening , 11 am.
Cost of the Tender Document	:	Rs. 10,000/- (Rupees Ten thousand only)

सर्वसाधारण को सूचित किया जाता है कि जवाहरलाल नेहरू मेडिकल कॉलेज एवं अस्पताल, भागलपुर के लिए **MEDICAL OXYGEN, NITROUS OXIDE, AND CO2 GASES**, आपूर्ति हेतु इच्छुक निर्माता, फर्म/आपूर्तिकर्ता (प्राधिकार पत्र के आधार पर) एजेंसी से मुहरबंद लिफाफा में निबंधित डाक से निविदा आमंत्रित की जाती है। निविदा की प्रति प्राप्त करने हेतु रु० 10,000/- का डी.डी. अधोहस्ताक्षरी के नाम से जमाकर, किसी भी कार्यालय दिवस में प्राप्त कर सकते हैं या वेबसाइट www.jlnmchbhagalpur.org से डाउनलोड कर सकते हैं जिसके लिए रु० 10,000/- का डी.डी. निविदा के साथ संलग्न कर भेजना पड़ेगा।

अधीक्षक
जवाहरलाल नेहरू मेडिकल कॉलेज एवं
अस्पताल, भागलपुर

Contents of Tender Document

Sl.No.	Descriptions	Page No.
I	Notice Inviting Tenders (NIT)	3
II	Instructions to Tenderers	4
1.	Scope of Tender	5
2.	Eligibility Criteria	5
3.	Sale of Tender Document	6
4.	Earnest Money Deposit (EMD)	6
5.	Validity of Tender	7
6.	Preparation and submission of Tender	7
7.	Tender Prices	8
8.	Opening of Tenders	8
9.	Evaluation of Tenders	8
10.	Performance Security Deposit and Award of Contract	9
11.	Placement of Purchase Orders and Delivery Requirements	9
12.	Quality Testing Requirements	10
13.	Payment Terms	10
14.	Penalty Conditions	10
15.	Settlement of Disputes	10
	Annexure-I (List of Drugs and Gases)	11
	Annexure-II (Technical Tender Form)	12
	Annexure-III (Format of Price Schedule)	13
	Annexure-IV (BG form for Performance Security)	14
	Annexure-V (BG form for EMD)	15
	Annexure-VI (Format of Contract Agreement)	16
	Annexure-VII (Check List)	18

SUPERINTENDENT
JAWAHARLAL NEHRU MEDICAL COLLEGE AND
HOSPITAL, BHAGALPUR-812001
Website -www.jlnmchbhagalpur.org

I. Notice Inviting Tenders (NIT)

for

**SUPPLY OF MEDICAL OXYGENN, NITROUS OXIDE AND CO2 DURING THE
YEAR 2017/19**

Tender Reference no.: -----/JLNMCH./DRUG/RC/2017/19

Dated: _____

1. Superintendent, JLNMCB, Bhagalpur, _____ (hereinafter called “Tender Inviting Authority”) hereby invites sealed Tenders(under two envelope system from eligible manufacturers or their authorised distributors/stockiest/whole seller for supply of **OXYGENN, NITROUS OXIDE AND CO2**
2. A complete set of Tender Documents may be purchased by interested bidders on the submission of a written application to the Tender Inviting Authority and upon payment of a nonrefundable fee of Rs. 10,000/- by Bank Draft in favor of Tender Inviting Authority payable at Bhagalpur. Tender document may also be downloaded from website www.jlnmchbhagalpur.org, however tenderer need to submit document fee of Rs. 10,000/- in the form of DD along with its technical bid.
3. Tenders must be submitted / delivered to the address given below at or before 05 hrs. on 15th Day after first publication. All bids must be accompanied by an Earnest Money Deposit (EMD) as specified in Tender Document.
4. Tenders will be opened in the presence of the Tenderers’or their representatives if they desires who may choose to attend at address given below and at the time and date given in tender document.

[Name and Address of Tender Inviting Authority]

SUPERINTENDENT
JAWAHARLAL NEHRU MEDICAL COLLEGE AND HOSPITAL, BHAGALPUR-
812001
Website-.www.jlnmchbhagalpur.org

II. Instructions to Tenderers:

1. Definitions and Abbreviations:

- 1.1 The following definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated below:
- 1.2. Definitions:
- (i) “Superintendent” means Superintendent of Jawaharlal Nehru Medical College and Hospital, Bhagalpur, Government of Bihar situated at Bhagalpur.
 - (ii) “Contract” means the written agreement entered into between the Tender Inviting Authority and the Contractor, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
 - (iii) “Contractor” means the successful tenderer selected for execution of contract for housekeeping services.
 - (iv) “Superintendent” means Superintendent who is head and also Medical Superintendent of Jawaharlal Nehru Medical College and Hospital, Bhagalpur, Government of Bihar situated at Bhagalpur.
 - (v) “Day” means calendar day.
 - (vi) “Drugs & medicine” means drugs/Intra venous fluids/lotions/cream/ointment/tablets/capsules etc. which are used for treatment of any disease. Machine and Equipment means tools for/used in Surgical/Orthopaedic/Gynaecological/Eye & ENT and other operations.
 - (vii) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
 - (viii) “FDA” is Food and Drug Administration department of respective state government.
 - (ix) “Performance Security” means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
 - (x) “Services” means the scope of work together with articles, material, drugs, consumables, instruments, machinery, equipment etc. which the contractor is required to deliver at the Health Facility (ies) under the contract.
 - (xi) “Tender Inviting Authority” OR “Client” or “Tender Acceptance Authority” or “Contracting Authority” or “Purchaser” means the Superintendent who is inviting tender, under aegis of Government of Bihar in their respective jurisdictions.
 - (xii) “Tender” means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
 - (xiii) “Tenderer” means Proprietorship / Partnership / Pvt. Limited / Limited company, Societies/ Trust registered in India who is participating in the bid process.

1.3 Abbreviations:

- (i) “BG” means Bank Guarantee
- (ii) “BMW” means Bio-Medical Waste
- (iii) “COPP” means Certificate of Pharmaceutical Product issued by FDA /Drug Licensing Authority
- (iv) “GST” means Goods And Services Tax
- (v) “DDP” means Delivery Duty Paid named place of destination (consignee site)
- (vi) “FDR” means fixed deposit receipt issued by any schedule bank in India
- (vii) “GCC” means General Conditions of Contract
- (viii) “GIT” means General Instructions to Tenderers
- (ix) “NIT” means Notice Inviting Tenders.
- (x) “TE Document” means Tender Enquiry Document
- (xi) “TIA” means Tender Inviting Authority
- (xii) “GST” means Goods And Services Tax

1. Scope of Tender:

The Superintendent, JLNCH, Bhagalpur, Government of Bihar (GOB), (hereinafter referred as Tender Inviting Authority and/or Tender Acceptance Authority and/or Ordering Authority unless the context otherwise requires) invites sealed tenders (under two envelope system) for the supply of Medical Oxygen, Nitrous Oxide and Corbondioxide in Cylinder..

- (i) Interested Tenderers may obtain further information from the office of Tender Inviting Authority and inspect the Tender Documents at the address below from the day of publication of Tender in the News Paper to 3Day prior to closing day during normal office hours from 10 hrs. to 05hrs.
- (ii) In the event of the date being declared as a closed holiday for purchaser’s office, the due date for submission and opening of Tenders will be the following day at the appointed times.

2. Eligibility Criteria:

The Tenderers should fulfill the following eligibility criteria:

- (a) The Tenderer of Oxygen, Nitrous Oxide and Carbon dioxide should be either Manufacturer or Distributor/stockiest/wholeseller having relevant Drug License as per Drugs and Cosmetics Act, 1940 and such a license should be valid as on the date of Tender submission.
- (b) Tenderer should submit drug wise WHO-GMP certificate/COPP, valid at the time and date of bid submission, issued by competent authority of Food & Drugs department (to the principal manufacturer) and should be enclosed with the bid. Bid without above certificate shall be rejected.
- (c) The Tenderer should have achieved annual turnover of Rs.1 Crpre in the last financial year, backed by practicing chartered accountant.
- (d) The Tenderer (and tenderer’s principal manufacturer, if tenderer is authorized distributor/stockiest/whole seller) should not be blacklisted either by the Tender Inviting Authority or by any State Government or by Government of India. An undertaking by the tenderer should be submitted in this regard certifying that the tenderer or its principal manufacturer (if applicable) is eligible to participate in the bid process.

3. Sale of Tender Document:

The complete set of tender documents may be purchased within the prescribed time by interested Tenderers on the submission of a written application to the Tender Inviting Authority and upon payment of a nonrefundable fee of Rs.10000 (Rupees Ten Thousand only) in the form of Demand Draft drawn in favor of Tender Inviting Authority payable at Bhagalpur. Tender document may also be downloaded from website www.jlmchbhagalpur.org, however tenderer need to submit document fee of Rs. 10000/- in the form of DD along with its technical bid.

4. Earnest Money Deposit (EMD):

- (a) All tenders must be accompanied with EMD of Rs. 2,00,000/- along with its bid for Medicine & ME and Rs 25,000/- for M/I.
- (b) The EMD should be submitted in form Demand Draft/FDR/Bank Guarantee issued from Scheduled Bank in favor of Tender Inviting Authority, payable at Bhagalpur. BG should be valid for 120 days beyond the date of tender submission date. Format of BG is given at Annexure-V.
- (c) No exemption from payment of EMD is permitted. Bids without requisite EMD will be summarily rejected.
- (d) The EMD of all unsuccessful Tenderers shall be returned within 7 days of signing of contract with successful Tenderer(s).
- (e) The EMD of successful Tenderer shall be returned after submission of Performance security deposit as per Para 11 below and signing of contract by successful Tenderer(s).
- (f) The EMD will be forfeited, in case Tenderer withdraws its Tender during the validity of bids OR the successful bidder who fails to sign the contract agreement and fails to deposit the Performance Security Deposit within the stipulated time as per Para 11 below.

5. Validity of Tender:

- (a) The Tender will be valid for a period of 90 days after the due date of submission of Tenders. A Tender valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive
- (b) In exceptional circumstances, prior to the expiration of the Tender validity, the Tender Inviting Authority may request the Tenderers to extend the Tender validity for further period as deemed fit. The request and the responses thereto shall be made in writing. A Tenderer may refuse the request without forfeiting its EMD. A Tenderer, agreeing to the request will not be required or permitted to modify its Tender.

6. Preparation and submission of Tender:

- (a) The Tender should be typewritten and every correction and interlineations in the bid should be attested with full signature by the tenderer, failing which the bid will be treated as ineligible. Corrections done with correction fluid should also be duly attested.
- (b) All documents/papers should be numbered, signed and sealed by the Tenderer on each page.
- (c) The Tender is required to be prepared and submitted in two parts viz. 'Part A - Technical Tender' and 'Part B - Price Tender'.
- (d) The sealed envelopes "A" and "B" should be further sealed in a common envelop addressed to Tender Inviting authority and super-scribed with "Tender for Procurement of Oxygen, Nitrous Oxide and Carbon-dioxide (which ever is applicable) for the Year 2017/19" and "Not to be opened before 11 AM on _____".
- (e) The '**Envelope A- Technical Tender**' shall contain all essential documents for Technical Tender. Such documents to include the following:
 - i. Duly filled Checklist as per format given in Annexure-VII
 - ii. Duly filled and signed Technical Tender Form as per format given in Annexure-II
 - iii. Self-attested copy of relevant drug License for manufacturing/stocking, selling and distribution (whichever appropriate) of the product quoted duly approved by the Licensing authority for each schedule of product quoted as per specification in the tender.
 - iv. Earnest Money Deposit as per para 5 above
 - v. Self attested copy of firm's registration certificate
 - vi. Self attested copy of registration in GST department.
 - vii. Self-attested copy of Income Tax Clearance Certificate of last financial year.
 - viii. Annual turnover statement of last financial year backed by practicing chartered accountant.
 - ix. Audited Balance sheet and Profit and Loss Statement of last financial year.
- (f) The '**Envelope B- Financial Bid**' shall contain duly filled, stamped and signed Price Schedule in the format provided in **Annexure-III**
- (g) The sealed tenders as above should be submitted in the office of the Tender Inviting Authority up to the scheduled date and time. Through Registered/Speed post only.
- (h) Late tenders shall not be accepted.

7. Tender Prices:

- (a) Tender has been called for in the generic names of drugs. The Tenderers should quote the rates for the drugs mentioned in Annexure-I. The composition and strength of each product should be as per details given in **Annexure-I**. Any variation, if found, will result into the rejection of the tender.
- (b) The Tenderer should mention the name of manufacturer of the product being quoted.
- (c) Rates exclusive of GST should be quoted for each of the item and separately on door delivery basis (FOR Destination, at Stores) as per format of Price Schedule given in **Annexure-III**.
- (d) Tenderers may quote rates for one or more Article out of required item in **Annexure-I.&1A** The quoted rate should be for one unit. (one cubic meter
- (e) Quoted rates are valid up to two year from the date of signing of contract agreement and shall be firm during the currency of the contract.

8. Opening of Tenders:

- a) The Tenders shall be opened at the scheduled date, time and venue by the committee constituted by the Tender Inviting Authority. The Tenderers' representative may attend the Tender opening. Tender will even be opened in their absence also.
- b) During the tender opening as above, the envelopes containing Technical Tender shall be opened first. The envelopes containing Price Tender shall be signed by all committee members and kept unopened for opening at later date.
- c) The date and time of opening of Price Tenders shall be informed to all such Tenderers who qualify in technical evaluation through www.jlnmchbhagalpur.org. The tenderer's representative may choose to attend the opening of Price Tender.
- d) In the event, the date of opening as above is declared government holiday, the tenders shall be opened at the same time on the next working day.

9. Evaluation of Tenders:

- (a) The purchase committee, constituted by the Tender Inviting Authority, shall evaluate the tender with reference to technical requirements and various other commercial criteria given in the Tender Document.
- (b) The rate per unit, exclusive of GST (landed price) for the tendered quantity, indicated in the Annexure-III shall be considered for evaluation of Price and determining L-1 Tenderer.
- (d) No complaint shall be entertained by the Tender Inviting Authority after the opening of financial bid.

10. Performance Security Deposit and Award of Contract:

- (a) The Tenderer who has quoted lowest unit rate for an item shall be considered for award of contract.
- (b) On being informed about the acceptance of the Tender and before signing the agreement, the successful Tenderer shall pay the Performance Security Deposit equivalent to 10% of the contracted value (which is inclusive of State GST in the form of FDR or unconditional irrevocable Bank Guarantee pledged to Tender Inviting Authority valid for 26 months from the date of signing of the agreement. Which must not less than twice of EMD
- (c) The successful Tenderer shall execute an agreement (As per format given in **Annexure VI**) on a non-judicial stamp paper of value of Rs.1000/- (stamp duty to be paid by the tenderer) within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.
- (d) If the successful Tenderer fails to execute/sign the agreement and / or fails to deposit the required security deposit within the specified time or withdraw his/her tender after the intimation of acceptance of his/her tender or owing to any other reasons, his purchase order shall be cancelled and the EMD deposited by him with the tender shall stand forfeited by the Tender Inviting Authority besides debarring the tenderer for a period of one year.

11. Placement of Purchase Orders and Delivery Requirements:

- (a) The Tender Inviting Authority shall place individual Purchase Orders for supply during the period of 2 year from the date of signing of contract with successful Tenderer(s). Tender Inviting Authority reserves the right to extend the validity of purchase order further by 3 months on the same rates and terms & conditions of the contract.
- (b) The quantity of Medical gases given in Annexure-I are indicative only. The ordered quantity during the period of 2 year may vary substantially subject to ceiling of 150% of the contracted quantity.
- (c) The supplier should complete the supply at the Superintendent Stores, Bhagalpur within on daily basis from the date of issue of purchase order.
- (d) If at any time the Tenderer has, in the opinion of the Tender inviting authority, delayed the supply of gases due to one or more reasons related to force Majeure events such as riots, mutinies, wars, fire, storm, tempest or other exceptional events, the time for supplying the gases may be extended by the Tender inviting authority/ordering authority at its discretion for such period as may be considered reasonable. However such extension shall be considered only if a specific written request is made by the Tenderer within 7 days from the occurrence of such event. The exceptional cause does not include scarcity of raw material, power cut and labour disputes.
- (e) The supplier shall not be liable to pay LD/penalty and forfeiture of the performance security for the delay in executing the contract on account of the extension of the supply period on the ground of force majeure events.

12. Quality Testing Requirements:

- (a) The gases and gases including its packing (packaging), to be supplied, shall be of the best quality
- (b) All gases should be supplied with its batch wise quality certificate, complying all the applicable tests as per relevant pharmacopeia, issued from any third party NABL accredited test laboratory. Any gases found without NABL test certificate shall not be accepted by TIA or its representative.
- (c) The Superintendent may sent sample of gases for its testing either to state empanelled lab or may instruct local gases inspector to take the sample.
- (d) If any of the drug, supplied by the tenderer, found to be 'Not of Standard Quality' after the delivery but before the expiry of drugs, the tenderer should supply the whole batch quantity again irrespective of consumption of that particular batch quantity..

13. Payment Terms:

- (a) The 100% payment shall be released within 30 days from the date of receipt of accepted drugs & gases and upon submission of claim for payment supported by Invoice (in triplicate). However, if supplied gases are found 'not of standard quality', then whole payment will be withheld and shall be released only after receipt of replacement of gases which were found not of standard quality.
- (b) At the time of release of payment, any deduction towards delayed deliveries as per para 15 below shall be made from the claim amount

14. Penalty Conditions:

- a) Pursuant to para 12 above and subject to para 12 d), in case the delivery period is extended with liquidated damages, the Ordering Authority shall impose liquidated damages @0.5% per day of the delivered price of the delayed items or part thereof until the actual delivery is made up to a maximum deduction of 10% of the contract price.
- b) Once the maximum is reached the purchaser may consider termination of the order in part or full. In such case, the performance security submitted by the Tenderer shall be forfeited to the extent of 10% of the order value or part thereof.

15. Settlement of Disputes

- (a) The purchaser and the supplier shall make every effort to resolve, amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract,
- (b) Any Tenderer aggrieved by the decision of the Tender Inviting Authority if prefer judicial approach, its locality will be Bhagalpur only.
- (c) No Appeal shall be preferred while the tender is in process and until tender is finalized and Notification of award is issued by the purchaser.
- (d) In the event of any dispute arising out of the tender or orders, the same shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be the place of Tender Inviting Authority.
- (e) In the event of any dispute arising out of the tender or orders such dispute would be subject to the jurisdiction of Courts of Bhagalpur, Bihar nearest to the place of

Tender Inviting Authority.

- (f) In no event will the DoHFW/ TIA be liable for any loss of profits, loss of savings, or incidental, indirect, special or consequential damages 'arising out of' or 'in relation to' the present tender.
- (g) Neither the DoHFW/ TIA shall be liable for any claims, losses, costs, damages of any nature whatsoever nor the tenderer shall claim expenses for any cause or causes, including any legal liability arising 'out of' or 'in relation to' the present tender.
- (h) The tenderer shall be solely responsible for any deficiency in services and supplies given by him including the quality and specification of gases and the tenderer shall be liable to make good the losses suffered by the DoHFW/TIA due to the fault on the part of the tenderer.
- (i) The maximum liability of DoHFW/ TIA shall be limited to the extent of payment of goods delivered as per terms of this tender document. DoHFW/ TIA shall not bear any other financial liability such as interest on delays etc.

Annexure-I

List of Gases

SL No	Gases	Requirements
1.	Liquid Medical Oxygen	50 Jumbo cylinder /day
2.	Oxygen generated from air	50 Jumbo cylinder /day
3.	Nitrous Oxide	5-10 cylinder /month
4.	CO ²	2-5 Cylinder/month
5.	Transportation cost of 40 Jumbo Oxygen/ Nitrous Oxide/Co2 Cylinder including/ Unloading charges from production side to JLNMCB, Bhagalpur and from JLNMCB, Bhagalpur to production side.	

(Signature and seal of Tender Inviting Authority)

TECHNICAL TENDER FORM

Date _____

Ref. Your Tender Document No. _____ dated _____

To,

1. We, the undersigned have examined the above mentioned Tender document. We now offer to supply and deliver gases and gases in conformity with your above referred document and as per table below:

Sr. No.	Generic Name of gases and gases and its specifications	Unit (one cubic meter)	Name of Manufacturer

2. If our tender is accepted, we undertake to supply the gases and gases in accordance with the delivery requirements given in the Tender document.
3. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of para 10 of the Tender Document for due performance of the contract.
4. We agree to keep our tender valid for acceptance as required in the Para 5 of the Tender Document, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
5. We further understand that you are not bound to accept the lowest or any tender you may receive against your above referred tender enquiry.
6. We confirm that we do not stand deregistered/banned/blacklisted/debarred by any Govt. Authorities.
7. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Document, including amendment/ corrigendum if any.

(Signature with date)

(Name and designation) Duly authorised to sign tender for and on behalf of

(Name of Tenderer)

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

Superintendent, Jawaharlal Nehru Medical College & Hospital, *Bhagalpur*, Department of Public Health & Family Welfare, Government of Bihar.

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) (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 recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. _____ (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 18 (eighteen) months from the date of Notification of Award 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 Branch

BANK GUARANTEE FORM FOR EMD

In consideration of the Superintendent, Jawaharlal Nehru Medical College & Hospital, *Bhagalpur* (hereinafter called the “Tender Inviting Authority” or “Client”) has floated tender no. ----- (hereinafter called “said tender”), for purchase and supply of gases as per terms and conditions mentioned in the above tender, M/s ----- (hereinafter called “Tenderer”) has decided to participate in above tender process and agreed to production of an irrevocable bank guarantee for Rs. _____ (Rupees _____ only) as an Earnest Money Deposit (EMD) towards compliance of its obligations in accordance with the terms and conditions in the said tender.

We _____ (hereafter referred to as the “Bank”) hereby undertake following:

1. We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said tender, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said tender have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said tender have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee
3. We further agree with the Client that the Client shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said tender or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said tenderer(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said tenderer(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said tenderer(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the tenderer(s).
5. We lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.
6. This guarantee shall be valid up to unless extended on demand by the Client Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

Format of Contract Agreement

THIS AGREEMENT made the..... day of, 20__ Between _____
_____ (hereinafter "the Purchaser") of the one part and M/s _____
_____ (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz. Supply of Gases/M/E in the tender reference No. ----/JLNMCH./DRUG/RC/20-- Dated _____ and has accepted a bid by the Supplier for the supply of those goods and services for the sum of Rs. _____ /- (*Rupees* _____ *only*) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a) The Letter of Acceptance issued by the purchaser.
- b) The Notice Inviting Tender
- c) The supplier's bid including enclosures, annexures, etc.
- d) The Terms and Conditions of the Contract
- e) The Schedule of Requirement
- f) The Technical Specification
- g) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide, the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under.

Sl. No	Brief Description of Gases /M/E	Name of manufacturer	Tender Qty. in Nos.	Unit Price (Rs.)	Sales tax in %	Total value inclusive of sales tax

DELIVERY SCHEDULE:

Supply shall complete within 15 days from the date of purchase order and as per Para 12 of the Tender Document.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
Said _____ (For the Purchaser)

in the presence of

Signature

Name

Address

Witness 1. 2.

Signed, Sealed and Delivered by the
Said _____ (For the Supplier)

in the presence of

Signature

Name

Address

Witness 1. 2.

ANNEXURE - VII

CHECK LIST

COVER - A.

1. Checklist – Annexure-VII	1	Yes		No	
2. EMD in the form of Demand Draft		Yes		No	
3. Documentary evidence for the constitutions of the company / concern		Yes		No	
4. Self-attested copy of relevant drug License for Manufacturing/stocking, selling and distribution of the product quoted duly approved by the Licensing authority for each schedule of product quoted as per specification in the tender.		Yes		No	
6. Self attested copy of registration in GST		Yes		No	
7. Sales tax clearance certificate of last Fin. year.		Yes		No	
8. Income Tax clearance certificate of last Fin. year		Yes		No	
9. Declaration for not having been debarred/blacklisted either by the Tender Inviting Authority or by any State Government or by Government of India		Yes		No	
10. Copies of balance sheet & profit loss account for last year		Yes		No	
11. Turnover Certificate issued by practicing CA		Yes		No	
12. Technical Tender Form as per Annexure-II		Yes		No	