



JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL,
BHAGALPUR-812001

TENDER NO JLMCH/BGP/Tender/RC/Medical Gas/2018

DATED:/

TENDER DOCUMENT

For

FOR SUPPLY OF MEDICAL GAS ON RATE CONTRACT BASIS TO JLMCH, BHAGALPUR

DATE OF ISSUE OF TENDER FORM WITH DOCUMENT:	From the 1st day of Publication in news Paper.
DATE & TIME OF PRE-BID MEETING:	16.07.2018 at 11:00 AM.
LAST DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT:	06.08.2018 UP TO 5 PM.
DATE & TIME FOR OPENING OF TENDER DOCUMENT:	07.08.2018 at 12:30 PM
PLACE OF OPENING OF TECHNICAL TENDER	Chamber of Superintendent JLMCH, Bhagalpur



JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL,
BHAGALPUR - 812001

No. JLNMCH/BGP/Tender/RC/Medical Gas/2018

Dated: _____

**“NOTICE INVITING TENDER ENQUIRY FOR SUPPLY OF MEDICAL GASES TO JAWAHARLAL NEHRU
MEDICAL COLLEGE & HOSPITAL, BHAGALPUR ON RATE CONTRACT BASIS”**

JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR invites bids from reputed, experienced and financially sound Companies/Firms/Agencies for supply Medical Gases on rate contract basis to the Institute. The quantum of requirement may vary during the period of contract. Those who are in the similar business for the three years and providing the same service to Central/State Govt. or autonomous bodies may send their bids both Technical and Commercial in sealed envelopes.

2. The interested Companies/Firms/Agencies may send their bid complete in all respect along with Tender Fee of Rs 2,000/- and Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lacs only) in the form of Demand Draft issued in favour of JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR drawn on any scheduled bank payable at Bhagalpur and other requisite documents to the undersigned duly superscripted *“Bid for Tender No JLNMCH/BGP/Tender/RC/Medical Gas/2018” before 5:00 pm on 6th August’ 2018*. The bids received after this deadline shall not be entertained under any circumstances whatsoever. In case of postal delay this Institute will not be responsible.

NOTE : The EMD and Tender Fee draft should be put in the envelope containing Technical Bid failing which the tender shall be rejected forthwith.

3. The sealed envelopes are to be sent to of Medical Superintendent JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR through registered/speed post addressed to The Medical Superintendent, JLNMCH, Mayaganj, Bhagalpur **Bids sent by COURIER will not be entertained.**

4. Bids will be opened on 07.08.2018 at 12.30 hrs. in the presence of bidders or their authorized representatives who wish to participate in the bidding process. If the opening date happens to be a closed day/holiday, the tender will be opened on the next working day.

5. Any future clarification(s) and / or corrigendum(s) shall be communicated by the Medical Superintendent through the website www.jlnmchbhagalpur.org.

6. JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Superintendent, **JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR** in this regard shall be final.

Medical Superintendent
**JAWAHARLAL NEHRU MEDICAL COLLEGE &
HOSPITAL, BHAGALPUR**

GENERAL INSTRUCTIONS TO THE TENDERER

1. The tender is “Two Bid’ document. The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with Tender Fee & Earnest Money Deposit (EMD). The financial bid should contain only commercial document. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
2. The tender Document can be downloaded from the website of JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR www.jlnmchbhagalpur.org. The Technical bid must accompany with the tender fee of Rs. 2,000/- in form of Demand Draft in favour of ***ROGI KALYAN SAMITI, JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, MAYAGANJ, BHAGALPUR.*** The tender document fee is non-refundable, non-adjustable and non-transferable and is payable through a demand draft on any scheduled bank drawn in favour of the ***ROGI KALYAN SAMITI, JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, MAYAGANJ, BHAGALPUR.***
3. The Tenders should be typewritten or Computer Prints but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. **The name and signature of bidder’s authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on agency’s letter head.**
4. The Contracts concluded as a result of this Tender Inquiry shall be governed by the ‘Terms & Conditions’ and other relevant instructions as contained in this Tender Document.
5. The prices/rates quoted should be indicated in words as well as in figures. In case of any discrepancy, lower amount/rates shall be considered as valid.
6. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.
7. Quotations qualified by such vague and indefinite expressions such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly. Any conditional tender shall be rejected summarily.
8. Bidders are requested to enclose a copy of their valid certificate of PAN No., TAN No, GST No. or any other document as requested by the Institute with their tender.
9. Tenders received without Tender Fee and EMD amount by way of demand draft in favour of SUPERINTENDENT, JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR will not be considered at all and shall be summarily rejected.
10. Refund of Earnest Money Deposit: The EMD submitted by unsuccessful bidders shall be returned to them without any interest whatsoever, within 15 to 90 days after conclusion of the contract with successful bidder. The EMD submitted by successful bidders shall be returned to them after the successful bidder deposits the performance security according to conditions stipulated in the bid document.

11. Bidders may note that if the date of tender opening given in this Tender Document is declared to be a gazetted holiday, the tender shall be opened on the next working day at the same timing. In such an event the closing hours for receipt of tenders in **JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR** will stand automatically extended up to 12.00 hours of the next working day in the Government offices.
12. Late/delayed tenders received in JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR due to any reason whatsoever will not be accepted under any circumstances.
13. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason, or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the website of JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR. (www.jlnmchbhagalpur.org). In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.
14. Tendering firms are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the Schedule. **The name and address of the representative authorized to attend the opening of the tender on behalf of a tendering firm should be indicated in the tender. The representative so deputed should also bring with him a letter of authority from the firm for having been authorized to be present at the time of opening of tender. Only one representative per firm shall be permitted to attend the opening of the tender.** The name and address of permanent representative of the firm, if any, should also be indicated in the tender. Representatives of firms who have not submitted the tender or representatives not possessing authority letter from the bidders or outsiders shall not be allowed to attend the tender opening process.

15. **DOCUMENTS COMPRISING THE BID:**

The bids prepared by the bidder shall comprise of (1) Technical Bid and (2) Financial Bid:

TECHNICAL BID: - To qualify in the Technical bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria –

- (a) Duly filled format of Technical Bid as per **Annexure "1"**.
- (b) Copy of constitution or legal status of the sole proprietorship/ firm/agency etc.
- (c) Financial status: - The average annual turnover from similar jobs, of the firm should not be less than 25 Lakhs in the last three years. Copies of profit & loss account and balance sheets duly authenticated by a Chartered Accountant for the last three years should be enclosed.
- (d) Experience of 03 years or more.
- (e) The technical bid should be accompanied by Demand draft of Rs. 2,000/- (non-refundable) against tender fee and Demand Draft of Rs. 1,00,000/- (refundable) for EMD/bid security.
- (f) Copy of Income Tax Return Filed Acknowledgements for last Three years.
- (g) Copy of PAN Card/GST Registration.

- (i) Details of clients where similar services are presently provided by the agency separately for govt. and private clients.
- (j) The bidder must have adequate experience of execution of similar work in Govt. offices/ PSUs/Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.
- (k) Authorization letter/certificate from original manufacturer of the product, if required.
- (l) Broachers, original technical catalogue with detailed specification and picture of the product offered, if relevant.

FINANCIAL BID: - The financial bid shall contain:

- (a) Price Bid Form [as per Annexure – 2] – Prices must be quoted as per format specified, failing which tender shall be summarily rejected.

16. **SUBMISSION OF BIDS**

16.1 SEALING AND MARKING OF BIDS: The bidder shall wax seal the EMD, the Technical Bid and the Financial Bid in separate envelopes and keep them in a bigger wax sealed envelope. The envelope containing the EMD shall bear the name “EMD for Tender No JLMCH/BGP/Tender/RC/Medical Gas/2018”. The envelope containing the Technical Bid shall bear the name “TECHNICAL BID for Tender No JLMCH/BGP/Tender/RC/Medical Gas/2018”. The envelope containing the Financial Bid shall bear the name “FINANCIAL BID for Tender No JLMCH/BGP/Tender/RC/Medical Gas/2018” on the envelope for avoiding any mismatch.

16.2 The bigger envelope containing EMD, technical bid and financial bid in separate envelopes shall be:

- (a) Addressed at the following address:
Superintendent, Jawaharlal Nehru College & Hospital, Bhagalpur -812001
- (b) All the envelopes shall bear the Tender name, the tender number and the words ‘DO NOT OPEN BEFORE’ (07.08.2018 on 12:30 PM).
- (c) The envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is declared ‘late’ or rejected.
- (d) Bids shall be sent by Registered/Speed Post. **Bids sent by COURIER will not be entertained.** The Purchaser shall not be responsible if the bids are delivered elsewhere.
- (e) Venue of Tender Opening: Tender will be opened in the office of the Medical Superintendent, JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR at 12:30 PM on the due date. If due to administrative reason, the venue/ time of bid opening is changed, it will be displayed prominently on the notice board of the Institute as well as in the office of the Medical Superintendent, JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR.

17. BID PRICES:

- 17.1 The bidder shall give the total composite price inclusive of all levies and taxes (inclusive of taxes) as per price schedule given in Annexure-2. The offer shall be firm and in Indian Rupees only. No foreign exchange will be made available by the institute.
- 17.2 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will to be treated as non-responsive and rejected.

18. TECHNICAL EVALUATION:

- 18.1 Detailed technical evaluation shall be carried out by Technical Evaluation Committee pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.
- 18.2 The technical evaluation committee may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion/presentation.
- 18.3 Financial bids of only those bidders who qualify the technical criteria will be opened, provided all other requirements are fulfilled.
- 18.4 A bid determined as substantially non-responsive will be rejected by the Institute and shall not subsequent to the bid opening be made responsive by the bidder by correction of the nonconformity.
- 18.5 JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR shall have right to accept or reject any or all tenders without assigning any reasons thereof.
- 18.6 Demonstration of Samples: Samples of product offered may be submitted at the time of opening of technical bid before the technical bid evaluation committee. Financial bids of only those products will be opened samples/specifications of which are found fit for use by the technical bid evaluation committee. However, the committee may call for the samples at any point of time.**

19. FINANCIAL EVALUATION:

- 19.1 The financial bid shall be opened of only those bidders who have been found to be technically eligible as enumerated under clause 17. 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.
- 19.2 The Financial Bids of unsuccessful bidders would not be opened and destroyed.

- 19.3 The rates must be quoted per item basis. Agency shall include in its price all taxes and other costs while quoting for the tender, in "Annexure-2: Price Offer" to be kept in Envelop No. 2.
- 19.4 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
- 19.5 The evaluation and comparison of responsive bids shall be done on the price offered inclusive of Levies & Taxes i.e., Service Tax, Sales Tax, VAT, insurance etc. as indicated in the Price Schedule in Annexure-"2" of the Bid Document.
- 19.6 The JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR 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 JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR 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.

20. AWARD OF CONTRACT: PLACEMENT OF ORDER

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

21. PERFORMANCE BANK GUARANTEE & EXECUTION OF CONTRACT:

- 21.1 Firm whose offer is accepted will have to furnish Performance Bank Guarantee of an amount equal to Rs. 5,00,000/- in favour of SUPERINTENDENT, JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, MAYAGANJ, BHAGALPUR issued by any scheduled bank.
- 21.2 The performance Bank Guarantee submitted should be valid for 15 months.
- 21.3 The Performance Bank Guarantee shall be refunded within 15 to 90 days after completion of the contract as per order, or after the expiry of contract on satisfactory completion of the same whichever is later.
- 21.4 No interest will be paid on Performance Bank Guarantee/ Earnest Money Deposit.
- 21.5 In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of security deposit shall be liable forfeited by Medical Superintendent, JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR and his decision shall be final.
- 21.6 The expenses of completing and stamping the agreement shall be paid by the bidder.

TERMS & CONDITIONS OF CONTRACT

1. The bidders are expected to read carefully all the terms and conditions of the tender documents and their submission will be taken as consent to abide.
2. If the bidder gives deliberately wrong information to create conditions for acceptance of the tender, Superintendent, **JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR**, reserves the right to reject such tenders without assigning any reason. Not more than one tender will be submitted by one bidder for the same work. Legal action will be taken for furnishing wrong information.
3. **Manner of Submission of Tender:** The bidding should be done on two bid method viz 1) Technical Bid & 2) Commercial / Price Bid. The bidders should ensure that the Technical bid complete in all respect and containing the required enclosures (attested Photocopy) is sealed in a separate envelop and the commercial bid sealed in a separate envelop & both the sealed envelopes are kept and sealed in a suitable size of envelop. All envelop will be address to The Medical Superintendent, JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR. The Sealed Technical bid Envelop of all bidders will be opened first. Only the Commercial bids of those who have furnished all the valid documents will be opened.
4. **Language:** The language of the Tender shall be in English.
5. **Documents to Accompany Tender:** The bidder shall submit the Documents mentioned in the clause 16 of General Instructions to the Tender.
6. The bidders must have at least 03 (three) years experience in this job and credentials of Rs. 1 Crore annually in this business in the last three years done in any Govt. Hospital directly. Credential Certificate in this regard must be furnished by the bidders along with their Tender.
7. The firm / agency must have requisite trade and other licenses to do the business of Medical Gas for which the bid is being made.
8. **Earnest Money Deposit:** Each Tender must be accompanied with "Earnest Money Deposit" in the form of Demand Draft, as mentioned in the Notice Inviting Tender.
9. **Forfeiture of Earnest Money:-**
 - a. If the Bidders withdraw their Bids after opening of the same or the successful bidders withdraw their Bids after approval of their rates.
 - b. If the successful bidders fails supply or refused either partial or total offer (Acceptance) made by The Medical Superintendent, **JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR**.
10. **Return of Earnest Money :-**
 - a. After finalization of the Tender, the deposited Earnest Money will be returned back to the unsuccessful bidders.
 - b. On receipt of Security Deposit, the deposited Earnest Money will be returned back to the successful Bidders.
11. **Deposition of Security Money:-** The Selected bidders must deposit the requisite amount of Security Money (Rs. 5,00,000/-) within the stipulated date specified in the acceptance letter. The approved firm shall deposit the Security Money in the form of Demand Draft/Bank Guarantee payable at Bhagalpur duly pledged in favour of SUPERINTENDENT, **JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, MAYAGANJ, BHAGALPUR** .

12. Forfeiture of Security Money :-

- a. In the event of failure to supply or maintain the Medical Gas as per Work Order within the stipulated period, the security deposit may be forfeited.
- b. In that event, supply of the said Medical Gas may be taken from the next lowest bidder vide the same Work Order at contractors risk and cost without any farther reference, so that the loss incurred would be recoverable from the Security Deposit of the said contractor or from any sum due of which may become due to the contractors.
- c. If any Medical Gas is damaged by the approved firm, cost of the same will be deducted from the deposited Security money of the contractor.

13. Refund of Security Deposit - After successful completion of entire supply and period of maintenance Security Deposit will be refunded within the six months if not extended for further period.

14. Submission of Documents:-

- a. Each Tender must accompany attested photocopy of Pan Card, Trade License, GST, Sales Tax Clearance Certificate / Experience Certificate.
 - b. The bidder must submit attested photocopy of Income Tax, Sales Tax / GST return of last three years.
 - c. In case of SSI unit, current SSI certificate must be deposited by the bidder along with his Tender which is issued in favour of the bidder for this type of jobs.
 - d. In case of Co-operative Society Limited, Companies etc. this type of jobs must be included in the object of their By-laws or MoA as the case may be.
- 15.** It must be mentioned clearly whether bidder is manufacturer/sole manufacturer/ Authorized agents for the items for which he is quoting.
- a. **Manufacturer** must add a certificate that item(s) is manufactured by them as per range of products.
 - b. **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. and DGS & D for the similar item(s) and these are not higher than those quoted by them and is not beyond DPCO rate.
 - c. **Authorized agents** must submit an authority letter from their Manufacturer/Principals on the letter head of the manufacturer/principals. The authorization letter must give/mention the purpose for which it will be allowed. The validity period of the authorization letter must be mentioned to the authority letter otherwise letter will be liable to rejection.

16. Full description & specifications, make/brand and name of the manufacturing firm must be clearly mentioned in the tender failing which the tender will not be considered. The bidder must also mention whether the goods are imported / indigenous.
17. **Submission of the Tender:-**
- a. Bidder at their own cost shall have to submit Tender at the office of Medical Superintendent, JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR within the schedule date and time as mentioned in the Tender Notification No. **JLNMCH/BGP/Tender/RC/Medical Gas/2018 Datedthrough register/Speed Post.**
 - b. The said sealed documental bids will be opened by the Tender Purchase Committee in presence of the Bidders or representative of the Bidders who may be present in the opening date & time.
18. **Rates :-**
- Rates should be clearly quoted in both in figures and words in respect of each item. Rate should be quoted inclusive of all Taxes. GST. All corrections must be initialled.
19. Necessary proof as to the financial status of the individual and firm tendering is to be attested and submitted.
20. Tender Form with all relevant papers in details shall be essential part of the bid.
21. Before submission of the Tender, bidder shall sign each page of his Tender and all of its relevant papers with date. The additional alternative and or subtractive clause (if any) shall also to be signed by the bidder.
22. **The period of rate contract may be revised upward/downward subject to the requirement of the Institute. Any minor deviation or variation will bear no financial effect.**
23. **Disputes:** - In the event of any dispute or disagreement arising between the contractors and any other department of **JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR** with regards to the interpretation of "Terms & Conditions" stipulated herein or in the contract done, the same shall be referred to the SUPERINTENDENT, **JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR** whose decision will be final and binding upon the contractor.
24. Rate must be valid for entire contract period, which, if the Institute authority desires, may be extended for further period issuing proper notification.
25. Acceptance of lowest tender is not obligatory.
26. The **JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR** reserves all rights to accept or reject any Tender without showing any reason.
27. The Tender, submitted by the firm who have already been declared as Black Listed or whose contract was terminated for dissatisfactory supply or who was unable to execute any order in this hospital or in any other Hospital run by the state or central government., will not be considered even his being the lowest rate.
28. Regarding Supply and Charges, Abnormal Low Rate or Abnormal High Rates (in comparison to the market Rate) will not be considered.

29. Submission of the Tender by a bidder shall be taken to signify his acceptance of the above terms and conditions. Alterations, overwriting or erasures of any terms and conditions are not permitted.
30. **Payment:** Payment will be made within 30 days of production of bills on monthly basis. Copy of supply order along with receipt certificate containing details of each type of gases received and weights thereof (with proofs), issued by stores or accepting authority of institute must be submitted with the bill.
31. Canvassing in any form is strictly prohibited and the bidders who are found canvassing are liable to have their tenders rejected outrightly.

Medical Superintendent
JAWAHARLAL NEHRU MEDICAL COLLEGE &
HOSPITAL, BHAGALPUR

I/We submit this tender after reading the tender notice, instruction of terms and conditions contained herein and accepted by me/us.

Dated:

Address:

Mobile Number:

Signature of the tenderer

(with seal)

TECHNICAL BID FORMAT**PART – A: CHECK LIST FOR TERMS AND CONDITIONS**

1	Name of the firm/company/proprietary concern registered	
2	Address of registered office	
3	Address of the office at JLNMCH, BGP.	
4	Telephone Nos./Fax/E-mail at Bhagalpur	
5	Specify your firm/company is a manufacturer/ authorised dealer/ distributor/ Agency	
6	Earnest Deposits money (EMD) Yes/No	
7	EMD Details DD/Bank Guarantee No. Dated Drawn on Bank Amount- (Rupees.....)	
8	Banker of Company/ Firm/agency with full address (Attach certified copy of statement of A/c for the last years) Telephone Number of Banker	
9	PAN / GIR No. (Attach attested copy)	
	GST. No. (Attach attested copy)	
10	Original Technical Catalogue of the quoted model (enclose)	
11	Quality Assurance Certificate (please specify)	
12	Whether rates are quoted as per format mentioned in the Bidding Document or not.	
13	Whether rates quoted are inclusive of all taxes or not.	
14	Have you previously supplied these items to any government / private organization? If yes, attach the relevant poof. <i>(Also provide an affidavit that you have not quoted the price higher then previously supplied any</i>	

	<i>government institute)</i>	
16	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
17	Details of clients along with address, telephone and Fa*x numbers, Amount of contract, Duration of contract (Attach a separate sheet)	
18	Samples of product offered (Submitted or Not)	
19	Proof of financial status in form of audited balance sheet for the last three financial years. Average annual turnover must be at least Rs. 1 Crore Only.	
20	Enclose an affidavit duly certified by (enclosed/Not enclosed) the notary at the location of the Agencies/Head quarters that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending.	

Date:

(Signature of Authorised Person)

(Name)

Place:

*

(Designation)

Name of Firm/Company/Agency

Contact Details

PART – B: TECHNICAL REQUIREMENTS OF THE PRODUCT OFFERED

(a) Should hold valid manufacturing licenses for medical gases. Tender should be quoted only by the actual manufacturer or their authorized distributors.

(b) Should have reputation and experience of over last five years as Medical Gas manufacturer and supplier to the Govt. Institutions/large private hospitals of repute.

(c) The firms should also have proper arrangement for the testing and repairing of the following types of cylinders required from time to time. The rate list of commonly used spare parts along with the repair charges for cylinders should also be mentioned clearly valid for one year.

1. D - TYPE O2 Cylinders

2. D - TYPE N2O Cylinders

3. B - TYPE O2 Cylinders

4. A - TYPE O2 Cylinders

5. A - TYPE N2O Cylinders

6. AA- TYPE CO2 Cylinders

7. AAA-TYPE CO2 Cylinders

(d) The Hospital has the discretion to take cylinders on rent basis. Vendor will mention rent for all type of cylinders mentioned at **SL.NO.1 to SL. No. 7** on daily rent basis.

(e) The tenderer Who have more than one manufacturing facilities in order to keep steady supply of medical gases will be preferred.

(f) Any freight and cartage charges will be mentioned extra by the contractor for delivering the items. The delivery should be made within 24 hours from the receipt of empty cylinders or supply order without fail. Supply should be delivered between 9 am to 4 pm (Mon to Fri)

& between 9 am to 1 pm (Sat and Sunday)

(g) The firm should have adequate and efficient transport for supplying of medical gases. Failure or delay in supply of life saving medical gases shall result in financial penalty and any other levies as decided by Medical Superintendent.

(i) The Tenderer should give an undertaking that if he fails to maintain standards of tank/ cylinders, gases and if some mishap occurs, the supplier company shall be responsible for the same.

(j) Hospital will not issue Form 38, hence company having its billing office in the state of Bihar may quote.

(k) All cylinders should be tested and specified for filling of medical gases by CCE approved test shop.

(l) In house facility for regular testing and certification of cylinder/LMO for tare weight, hydraulic pressure test etc. as per norms for compressed gas cylinders under explosives act 1981, expenditure will be borne by company.

(m)The firm will be responsible for routine check, maintenance, demonstration of functioning of LMO and preventive measures to be adopted in case of emergency to the technical staff of the Hospital at their own cost.

(n) The firm should ensure for refilling of B type cylinders ,and supply of all other type of cylinders including D type of cylinders for Oxygen, and A,D type of cylinders for Nitrous Oxide and AA, AAA (bottle type) for Carbon dioxide cylinders.

(o)The rented cylinder should have company monogram printed on the cylinder. It should also mention date of last testing and due date of next testing. If hired.

(p) Successful bidders would be bound to supply the gases even after completion of tenure on tender rates, terms and condition till the next tender/fresh arrangement is finalized.

(q) For delivery of medical gases at Hospital premises: The rates at which the cylinder to be quoted in figure and words per cylinder for A, B, D, AA, AAA type or any other type mentioned with volume, pressure, kg of gases(Name) in each of cylinder.

(1) cost of gas per kg.

(2) cost of gas per c mm.

(3) cost of any other chargeable component (if any) per cylinder.

(4) Cost of amount of taxes statutorily liable to be shown.

(r)The Superintendent reserves the right to select different vendors for CMO.

(s)The Superintendent reserves the right to cancel the tender at any time without assigning any reason thereof.

(t) The place of delivery will be Manifold/Store (basement) JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR.

(u) The medical gases to be supplied should be pure and safe for human use and should meet the latest I.P standards.

(v) In case of any disputes the decision of Superintendent shall be final and binding on both parties and jurisdiction will be Bhagalpur for all disputes.

(w) The tenderer has to ensure compliance of Rule 3 of the Gas Cylinder Rules,2004 and obtain necessary filling permission from the Chief Controller of Explosives under Rule 45 while supplying the cylinders for filling of compressed cryogenic gases, if required.

(x)The Tenderer are bound to supply the store/manifold room during the validity of tender at the approved rates. The validity of the tender will be for the period of one year from the date of finalization of the tender. The rates quoted should be certified as the lowest quoted for any institutions in India in the last two years. If the price of any item is reduced due to any reasons during the validity of the tender he will intimate to this office the reduced rates immediately.

Date:

Signature of Authorised Person:

Name:

Place:

Designation:

Name of Firm/Company/Agency:

Seal of Firm/Company/Agency:

Contact Details:

PRICE BID FORM

To,
The Medical Superintendent,
Jawaharlal Nehru Medical College & Hospital
Bhagalpur

Dear Sir,

1. I/We submitted the bid for Tender No. JLNMCH/BGP/Tender/RC/Medical Gas/2018 dated for "Supply of Medical Gases for the Dept. of Anaesthesiology" of JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR.
2. I/We thoroughly examined and understood instructions to tenders, scope of work, terms & conditions of contract given in the tender document and those contained appendix of Terms & Conditions of contract and agree to abide by them.
3. I/We hereby offer to supply at the following rates. I/We undertake that I/We are not entitled to claim any enhancement of rates on any account during the tenure of the contract.

Sl. No.	Product with Description	Oxygen Cylinders			Nitrous Oxide Cylinders		Carbon Di-oxide Cylinders		
		A Type	B Type	D Type	A Type	D Type	A Type	AA Type	AAA Type
1	Basic price Per cubic metre								
2	Rate/kg								
3	Any taxes statutorily applicable								
4	Unit cost of chargeable component if any per cylinder								
5	Repairing and testing charges of cylinders								
6	Daily Rent per Cylinder								

Date:

Signature of Authorised Person:

Name:

Place:

Designation:

Name of Firm/Company/Agency:

Seal of Firm/Company/Agency:

Contact Details:

**NAME OF THE OFFICER AND DESIGNATION
ADDRESS
Email and Tel. No.**

TO WHOM IT MAY CONCERN

This is to certify that M/s _____ has provided the services of _____(Number) _____ (designation), _____ (Number) _____ (designation) and _____ (Number) _____ (designation) _____ in Ministry/Department/Office of _____ (Building Name) during the period _____ to _____. The monthly rates for each category were as follows :

- (a)
- (b)
- (c)

The performance of the company was found to be satisfactory and it was able to render the services as per contractual obligations.

(Name of Officer)
Designation

Signature of authorized person

Date:

Place:

Seal

Format of Experience certificate

Project Name	Name of the Employer*	Description of work	Contract No.	Value of Contract (Rs. In Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay & work completed)

* Attach certificate(s) of payments.

** Immediately preceding the financial year in which bids are received.

BANK GUARANTEE FORM FOR EMD

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

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

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

This guarantee will remain in force for a period of 40 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(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

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

(To be executed by any scheduled bank, on a non-judicial stamp paper under bank's covering letter mentioning address of the bank)

To,

Superintendent
Jawaharlal Nehru Medical College &
Hospital, Bhagalpur – 812001

In consideration of **JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR** [hereinafter referred to as JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s _____ [hereinafter referred to as 'supplier /contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with **JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR** a sum of Rs. 5,00,000/- (Rupees Five Lacs) towards security / performance guarantee in lieu of the said contractor having agreed to furnish a bank guarantee for the said sum of Rs. 5,00,000/- (Rupees Five Lacs) as required under the terms and conditions of contract / work order no _____ dated

_____ [hereinafter referred as the order'] placed by **JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR** on the said supplier /contractor. We, _____ the bank [hereinafter referred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay **JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR** an amount not exceeding Rs. 5,00,000/- (Rupees Five Lacs.) on the demand made by **JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR** on us due to a breach committed by the said supplier /contractor of the terms and conditions of the contract /order.

1. We _____ the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR without any demur. However, our liability under this guarantee shall be restricted to An amount not exceeding Rs.5,00,000/- (Rupees Five Lacs).

2. We, the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.

3. We the bank, undertake to pay to JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR any money so demanded notwithstanding any dispute or disputes raised by the said supplier /contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

4. We _____ the bank further agree that JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order / contract or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR against the said supplier / contractor and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR or any indulgence by JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. Our liability under this guarantee is restricted to Rs. 5,00,000/- (Rupees Five Lacs) and shall remain in force up to 18 Months unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry viz. _____. We shall be discharged from all liabilities under this guarantee thereafter.

6. This guarantee will not discharge due to change in the constitution in the bank or the said supplier / contractor.

7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to The Superintendent, JLNMC, Bhagalpur

8. We, _____ the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR in writing.

Signed on the _____ day of _____

Signature

For the Bank

Witness:

Name(s) & Designation(s)

Name & Address

POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

I/ We.....(name and address of the registered office) do hereby constitute, appoint and authorize Sri/Smt (Name and address) who is presently employed with us and holding the position of as our attorney, to act and sign on my/our behalf to participate in the tender no..... for (Equipment name).

I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt..... undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below

Dated this the ___ day of 201_ For_____

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date: _____

DECLARATION

From:-

M/s.....

.....

.....

To

**SUPERINTENDENT
JAWAHARLAL NEHRU MEDICAL COLLEGE &
HOSPITAL, BHAGALPUR- 812001**

1. I, _____ Son / Daughter / Wife of Shri _____ Proprietor/Director authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

4. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of any Agency with whom the Government have banned /suspended business dealings. I/We further undertake to report to the Medical Superintendent, JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a Agency which is banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

(Signature of the Bidder)

Date:

Name:

Place:

Designation

Seal of the Agency

Address

CONTRACT FORM

STAMP PAPER OF Rs. 1000/-

Contract No. **Dated**

This is in continuation this office’s Notification of Award No. **dated**

1. Name and Address of the Supplier :-
2. Purchaser’s Tender Enquiry Document No. dated and subsequent amendments no..... dated (if any) issued by the purchaser.
3. Supplier’s Tender No. dated and subsequent communications no..... dated exchanged between the supplier and the purchaser in connection with this tender.
4. This agreement is made this day.....between,Reg office at herein after called “ Supplier” the first party which expression shall include his heirs, executors and administrators/ their successors and JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR, herein after called “JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR”, the second party, acting through Medical Superintendent, JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR, Patna, herein after include his successors and assignees, shown as under :-
5. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - a) General Instructions To The Bidder
 - b) Terms & Conditions of Contract
 - c) Tender Form furnished by the supplier
 - d) Price Schedule (s) furnished by the supplier in its tender
 - e) Purchaser’s Notification of Award
6. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - a) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

SI No.	Brief description of goods/services	Accounting Unit	Quantity	Unit Charges	Total Charges

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

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

c) Details of Performance Security _____

- 7. The Performance Security would be encashed by second party in case first party fails to deliver services and/or breaches terms & condition of the aforesaid tender document
- 8. Any notice/direction given under the terms of this agreement shall be considered to be duly served if the same have been delivered to, left for or dispatched by Registered Post to the Contractor at his last known address. Any notice to be given to the JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR shall be considered as duly served if the same is delivered to left or dispatched by the Registered Post by the said to Superintendent, JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR, Bihar - 812001. Any notice so posted shall be prima facie proof of service at the expiration of the time in which in the ordinary course of post it would have reached the address to which it was sent.
- 9. That all the expenses for the preparation and execution of this deed including the stamp duty and conveyance fee shall be payable by the Contractor.
- 10. In accordance with the Tender document No. this agreement is effective till, as in the bid document as decided upon to do so by the second party on the same terms, conditions and rate.
- 11. Signature and legal addresses of the contracting parties:

In witness where of the parties here to have hereunder set their respective hands the day and the year above written.

Contractor	JAWAHARLAL NEHRU MEDICAL COLLGE & HOSPITAL, BHAGALPUR
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For & on behalf of	For & on behalf on JLNMCH, Bhagalpur
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M/s _____

 Medical Superintendent JAWAHARLAL NEHRU
 MEDICAL COLLGE &
 HOSPITAL, BHAGALPUR

(Name & Designation)

Address :-.....

Address :.....

.....

.....

(Seal)

(Seal)

Witnesses :

- 1.
- 2.