

Tender of Supply of Group Medical Gases for Hospital

Tender No. 4/H/Medical Gases/14-15

DOCUMENT STATING TERMS & CONDITIONS
FOR

Supply of Group Medical Gases for Hospital
AT

B.P.S.GOVT. MEDICAL COLLEGE FOR WOMEN,
KHANPUR KALAN

Tender of Supply of Group Medical Gases for Hospital
Tender Enquiry No. _____ Dated: _____

(FOR OFFICE USE ONLY)

This Tender Form is sold to

M/s _____

On _____ of Supply of Group Medical Gases
for Hospital

Against Tender Enquiry No. _____

Vide Receipt No. _____

Dated _____

Signature and stamp of issuing authority

Cost of tender Set (also applicable for downloaded tender): Rs.1000/- payable only by DD/Cash/Bankers Cheque/Pay Order(Non-Refundable) in favor of the DIRECTOR , B.P.S.GOVT. MEDICAL COLLEGE FOR WOMEN, KHANPUR KALAN.

NOTICE INVITING TENDERS

1. Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonapat is hereby invites tenders from eligible bidders for the supply of Medical Gases on **turkey basis**.
2. **The tender can be collected from the office of Director, BPS, Govt. Medical College for Women, Khanpur Kalan (Sonapat) on cash payment of Rs.1000/- and the complete document along with earnest money to be deposited at the same office. Tenders not accompanied by the earnest money in the tender document will be straightway rejected.**
3. **The schedule of major activities in this regard is as under :-**

Particulars of tender	Last Date of collection of tender	Last date for tender submission	Tender opening & technical evaluation	Tender opening and financial bid	Venue for Tender
Supply of Medical Gases tender no. 4/H/Medical Gases /14-15	16.7.2014 (3:00 p.m.)	17.7.2014 (3:00 p.m.)	18.7.2014 (2:00p.m.)	18.7.2014 (2:00 p.m.)	Director, BPS, Govt. Medical College for Women, Khanpur Kalan (Sonapat).

4. All interested bidders are advised to attend the tender opening as per the above schedule, as some modifications in schedule of requirements or some other aspects related to above procurement can be conveyed.
5. **All requisite documents must be attached with the bid. No further opportunity will be given for submitting any document after the opening of bid and bids will be evaluated on the basis of documents submitted along with the bid.**
6. In case, the tender opening day is declared a holiday for Haryana Government offices then the next working day will be treated as receipt and opening day with the time and venue unchanged.
7. **Director, B P S Government Medical College for Women, Khanpur Kalan (Sonapat) reserves the right to accept or reject any or all the bid(s) without assigning any reason.**

Director

TENDER FORM

INSTRUCTIONS TO TENDERERS

1. Quotations must be enclosed in properly sealed envelope addressed **Director, B P S Government Medical College for Women, Khanpur Kalan (Sonepat)** by designation and not by name. The quotation must be superscribed **“Quotations against Tender Notice Medical Gases tender No. 4/H/Medical Gases/14-15 due on 17/7/2013 (3:00 p.m.) (as called for in tender notice)”** The quotations must reach in the office of Director, BPS, Govt. Medical College for Women, Khanpur Kalan (Sonepat) before the last date mentioned in the tender notice.
2. In the event of quotations being submitted by a firm, it must be signed separately by each member thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, or in the case of company the quotations should be executed in the manner laid down in the said Company’s Articles of Association. The signatures of the quotations should be deemed to be authorized signatures.
3. All the columns of the quotations form shall be duly, properly and exhaustively filled in. The rates and units shall not be overwritten. Quotations shall always be both in the figures and words. The words “No quotations should be written across any or all the items in the schedule for which a tenderer does not wish to tender”.
4. Any Omission in filling the columns of “Units” and “Rates” shall together debar a quotation from being considered.
5. All corrections must be signed by the tenderers.
6. The tenderers shall deposit earnest money as mentioned against the document in the form of call deposit receipt pledged to **Director, BPS, Govt. Medical College for Women, Khanpur Kalan**. The earnest money must accompany the tender form without which the offer will not be considered. The said amount will be regarded as forfeitable to Director, BPS, Govt. Medical College for Women, Khanpur Kalan if the successful tenderer fail to supply the goods within the time fixed by the authority.
7. The **Director, BPS, Govt. Medical College for Women, Khanpur Kalan** will have the right to reject all or any of the quotation without assigning reasons.
8. No tender will be considered unless and until all the documents are properly signed.
9. The quotations will be regarded as constituting an offer or offers open to acceptance in whole or in part at the discretion of **Director, BPS, Govt. Medical College for Women, Khanpur Kalan**.
10. In the event of tender being accepted the quotations will be converted into contract, which will be governed by the conditions in the document read with these instructions.
11. **Quotation will be strictly according to the required specification and in case of formulation, detailed formula along with the name of Mfg: and the brand under which the product is marketed should also be stated.**
12. Medical Gases should be CE /FD Approved wherever applicable.

I/we hereby quote to supply the Medical Gases specified in the underwritten schedule in the manner in which and within the time specified as set forth in the supply order at the rates given in Schedule below. **The conditions on page 3 to 10 will be binding upon me/us** in the event of the acceptance of my/our tender. I/we herewith enclose deposit receipt for a sum of Rs.....as security money and should I/we fail to execute an agreement embodying the said conditions and deposit security as laid down in the form within 10 days of the acceptance my/our tender. I/we hereby agree that the above sum of security money shall be forfeited by the **Director, BPS, Govt. Medical College for Women, Khanpur Kalan**

Read and accepted.

Signature of the Tenderer

SCHEDULE 'A'

Sr. NO.	Name of the item	Qty per month	Rate	Amount
1	Medical Oxygen in 'A' type cylinders	50 Cylinder		
2	Medical Oxygen in 'B' type cylinders	100 Cylinder		
3	Medical Oxygen in 'D' type cylinders	1500 cylinder		
4	Medical Nitrous Oxide Gas in small Cylinders 'A' Type	15 Cylinder		
5	Medical Nitrous Oxide Gas in Bulk Cylinders 'D' Type	10 Cylinder		
6	Carbon Di-Oxide Gas	10 Cylinder		

Specification for supply of Medical Gas Cylinders:-

Sr. NO.	Name of items with complete specifications	Qty. (cylinder per annual)
1	Filling And Supply of Oxygen Gas 'A''B' & 'D' Type Cylinders:- (i) 'A' Type (ii) 'B' Type (iii) 'D' Type	
2	Filling And Supply of Nitrous Oxide 'A' Type Small And 'D' Type Bulk Cylinders (i) 'A' Type Small (ii) 'D' Type Bulk	

E. & O.E.

All rates for deliver for.....
Date the..... Day of

Signature.....
Address.....

N.B : Please do not forget to fill in the all the above columns.

SCHEDULE 'B'**Conditions of Contract**

1. This contract is to last **from.....to.....**but in the event of any breach of the agreement at any time on the part of the contractor may be terminated summarily by the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonapat without compensation to the Contractor.
Any change in the constitution of the firm shall be notified forthwith by the contractor in writing to the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonapat and such change shall not relieve any former member of the firm from any liability under the contract.
No new partner/partners shall be accepted in to the firm by the contractor in respect of this supply unless he/they agree to abide by all its items, conditions and deposit with the officer sanctioning the supply a written agreement to this effect.
The contractor's receipt of acknowledgement or that of any partners subsequently accepted above shall bind of them and will be sufficient discharge for any of the purposes of the supply.
2. The contractor will supply nothing but genuine articles described in schedule 'A' from time to time in such quantities as may be entered in the indents sent at the rates set forth in schedule "A" for use in the institution.
3. The articles to be supplied under this order will be of the quality which is equal and answerable in every respect to the specifications given in the list accompanying the tender approved by Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonapat. The contractor shall be responsible for all complaints as regards the quality. In case of dispute regarding quality for medical gases, the decision of the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonapat will be final and binding on the contractor.
4. The rates will be valid for a period of not less then One year after issuing the first supply order.
5. The Quantity shown in the schedule is an estimated requirement and it cannot be guaranteed that the same will be ordered. No undertaking can also be given that any quantity will be purchased at all.
6. The contractor will be responsible for damage or loss in transit and replace goods broken or **lost within 14 days** from the notice thereof.
7. Unless when specially ordered otherwise in the order accompanying the indent all goods must be dispatched **within 14 days** for the receipt of indent by the contractor.
8. Please note that the date of delivery indicated in the supply order must be adhered to strictly. If for any reason supply cannot be delivered as per the stipulated schedule of supply of a letter for the same should be written at least Two Weeks in advance so that suitable arrangements could be made by the Hospital Authorities.
9. The Stores offered should comply with provisions of the Gas/Cylinder Rules 1981 & Gas/Cylinder Rules 2004 and rules made there-after as amended from time to time. If your supplies are found sub-standard, no payment will be made even if the supplied store has been consumed in good faith and this fact will be notified to the Chief Controller of Explosives of India for taking necessary action and with his permission only the firm will be asked to remove the remaining supplies of sub-standard items.
10. All the Cylinder should be properly painted as per their respective color code. The cylinder no., name of the company and name of the gas cylinder contents should be clearly indicated on the neck of the cylinder.
11. All the Cylinders of Medical Gases should have:-
 - (a) Valve protection Caps
 - (b) Valve with nickel plating only
 - (c) History card of the cylinder
As per Gas/Cylinder Rules 1981 & Gas/Cylinder Rules 2004 and rules made thereafter as amended from time to time.
12. The following things should be engraved on the cylinder of Medical Gases.
 - (a) Serious No. of cylinder/Identification
 - (b) Code of Manufacturing.
 - (c) Working Pressure
 - (d) Water capacity in liters.

- (e) Test pressure in Kg/cm square.
 - (f) Year of manufacturing and testing.
 - (g) Tare weight of the cylinder
13. Condition as to time for performance whether laid down in the supply order or not shall be regarded as the essence of the contract.
 14. The gases supplied will be sent for quality test to a Govt. approved Lab from time to time and the cost of testing & Transportation or any other incidental charges will be borne by the supplier.
 15. No cylinder rent/price variation or cylinder holding charges will be given to the firm.
 - 16. Repair/Maintenance/Testing & Painting of hospital cylinders.**
 - (a) Successful tender will also be responsible for the Repair/testing/painting of hospital cylinders. If any repair/testing/painting is due on hospital cylinders then the firm should inform in advance to this hospital only then the same will be considered.
 - (b) If any spare part is changed or any repair/testing/painting is done on hospital cylinders then the charges will be paid Extra as per quotation plus L.S.T @ approved by the Govt. on prior information.
 - (c) The supplier should quote the rates of the spare parts testing and painting charges of bulk as well as small cylinders.
 17. In case of any Emergency, supplier will have to supply Medical Gases as per Demand and as & when required.
 18. In case of disputes, the same shall be referred to any arbitrator appointed by the Medical Superintendent and the decision of the arbitrator will be final and binding to both the parties.
 19. No facility regarding import license etc. can be given. In case of imported items no AIC. or D.G. will be given in advance. However, firm will be authorized to import items on our behalf or credit basis.
 20. Quotation will be strictly according to the required specification and in case of formulation; detailed formula along with the name of Mfg. and the brand under which the product is marketed should also be stated.
 21. While quoting the rates the firm should certify that they have valid license for Mfg/Testing of the product of the particular items vide Drug License no. ----- dated -----which should be valid on the dated of opening of tender.
 22. The Purity Certificate of Medical Gases is to be companied with each supply. _____
 23. Firm should supply Medical Gases only in CCE approved cylinders.
 24. The quantity of Net weight (in Kg) will be converted into Cu. M with the following formula.

01 Kg x 0.77 = Cu M.
 25. The quantity in cubic meters will be received on the next supply, Supplier should mention all the details on the Challan.
 26. Guarantee/Warrantee certificate regarding assurance of the quality of the material supplied for each batch and its free of cost replacement/remittance of the cost if the same is not consumed within its shelf life period should also be 'enclosed with each supply with provision of the Gas/Cylinder Rules 1981 and rules made thereafter as amended time to time No supply will be accepted without the Guarantee/Warranty certificate and all other requisite documents at the time of supply.
 27. The Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonapat or any other officer of person duly authorized in writing by the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonapat shall have the power to inspect the stores, before during or after manufacture, collection, dispatch, transits or arrival & to reject the same of any part or portion, if he or they be not satisfied that the same is equal or according to the sample submitted by the contractor. The contractor shall not charge or be paid for supplied reject as above and claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies. Government shall be under no liability whatever for rejected supplies and the same

will be at the contractor's risk. Rejected supplies shall be removed by the contractor **within 14 days** after notice has been issued to him so such rejection, and failing such removal rejected goods will be at contractor's risk and the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonapat may charge the contract rent for the space occupied by such rejected goods.

28. Transportation

- i) With every dispatch of goods or materials, under this contract, invoices in triplicate will be prepared by the contractor to be sent to the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonapat & one copy will be returned with the quantities or number received duly noted thereon.
- ii) The contractor shall dispatch material "Freight Paid" in all cases where the offer is **F.O.R.** destination.
- iii) If during the currency of the contract the specifications of any article or articles to be supplied there undergo change the contractor shall continue to comply with demands for the supply of the said articles in accordance with new specifications at rates to be mutually agreed to in writing at the time of such change. In default of such agreement, the contract in so far as it relates to the said articles or articles under respect of which no agreement has been arrived at, shall terminate but no such change shall affect the supply of any other articles under the contract or entitle the contractor to any compensation.

29. In the event of withdrawal or discontinuance of any article and consequent ceasing of or reduction in demand, the contractor shall not be entitled to any compensation. The Director of BPS, Medical College for Women, Khanpur Kalan, Sonapat, will, however make all reasonable endeavours to give warning of any impending complete withdrawal or of any reduction seriously affecting quantities likely to be required under contract.

30. Penalty clause

- a) The time and date of delivery of dispatch stipulated in a supply order shall be deemed to be the essence of the contract and should contractor fail to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch stipulated in the supply order, the delayed consignment will be **subject to 2% penalty per consignment** per month recoverable on the value of stores supplied. In case of Non-supply by the contractor, recovery will be made from his pending bills or amount of Earnest Money deposited with. His security deposit will also be forfeited.
- b) No recovery of penalty will be made if the indenting Officer accepts the delayed supplies by extending the delivery **period up to 2 weeks** by recording in writing that the exceptional circumstances were beyond the control of the supplier and there was no loss to Government.
- c) Where the delay on the part of supplier is of **more than 2 weeks** the matter of extension of delivery period will be referred by the indenting Office to the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonapat with a certificate that there are genuine reasons for delay on the part of supplier and that no loss will result to the BPS Medical College for Women, Khanpur Kalan, Sonapat. In case extension in delivery period is allowed, the case will be decided on merits by the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonapat.
- d) On the failure of the supplier to make supply with extended period or otherwise and the receipt of such information in the office of Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonapat risk purchase at the cost of suppliers will be made by the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonapat within 6 months of the expiry of the stipulated delivery period by inviting short term quotations from other known suppliers. The difference of excess cost thus incurred will be recovered from the suppliers from his pending bills, Earnest Money or security whichever is available. The procedure will be adopted after serving registered notice to supply **stores within 15 days**.

31. The contractor acknowledges that he had made himself fully acquainted with all conditions and circumstances under which the supplies required the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other details of the contract and the contractor shall not plead ignorance of any of those as excuse in case of complaint against or rejection of supplies tendered by him or with a view either asking for enhancement of any rates regarding the contract or for evading any of his obligations under the contract.

31. No payment will be made in **advance** for any supplies under this order.

32. The contractor shall not:

- (a) Assign or sublet contract without written approval of the officer sanctioning the contract.

(b) Disclose details of the conditions governing this contract to unauthorized persons.

(c) In the event of the contractor failing duly and properly to fulfill or committing breach of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting/delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms respect of this contract or any other contract entered into by the contractor or any of his partner or representatives thereof with the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonapat directing, giving promising or otherwise to any person in the employment of the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonapat in any way relating to such officers or person or persons office or employment or if the contractor or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or make any composition with his/their creditors or attempts to do so then without prejudice to the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonapat rights and remedies otherwise, the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonapat shall be entitled to terminate this contract forthwith and to blacklist the contractor and purchase or procure or arrange from Government stocks or otherwise at the contractor's risks at the absolute discretion of the Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonapat as regards the manner, place or time of such purchases or such supplies have not been supplied or have been rejected under this agreement or are required subsequently by the BPS Medical College for Women Khanpur Kalan, Sonapat, there under and in case where issues in replacement are made from Government's stock or supplies, the cost or value of such stocks or supplies together with all incidental charges or expenses, shall be recoverable from the contractor on demand and the contractor shall not be entitled to benefit from any profit which may thus accrue the Government/BPS Medical College for Women Khanpur Kalan, Sonapat. The termination of this contract in whole or part under these conditions shall be affected by the acceptance, meanwhile or subsequently, or supplies accepted or made at any station whether in ignorance of the termination or otherwise.

33. If any question, difference or objection whatsoever shall arise, in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights: duties or liabilities of either party than save in so or as the decision of any such matter herein before provided for and has been so decided that every such matter including whether its decision has been otherwise provided for and or whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as a result of such termination shall be referred for arbitration to any officer appointed by Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonapat and his decision shall be final & binding and where the matter involves a claim the amount if any awarded in such arbitration shall be recoverable in respect of the matter so referred.
34. If the price of a contracted article is controlled by Government the payment will in no case be made at higher rate than the controlled rate.
35. Vender should demonstration the instrument before supplying to the institute.
36. Payment to the vender will be given after complete delivery of order and after satisfactory report.

ANNEXURE 'A'

CONDITIONS WITH TENDER FORM

1. Trade discount should be quoted separately.
2. Offer with price variation clause will not be accepted.
3. Sales Tax, Inter State Tax or any other chargeable Excise Duty/Custom Duty must be specifically mentioned separately, otherwise offer will be considered inclusive of all such taxes.
4. Any tender which is not on the proper tender form and received late may not be considered.
5. No offer will be considered unless accompanied by prescribed earnest money, except in case of firms registered with the Director, Supplies and Disposal, Haryana.
6. The conditions of contract (Schedule 'B') attached to the tender form be returned duly signed along- with the Schedule 'A' and in case of non compliance the tender may be ignored.
7. Tender which are not strictly according to the specifications laid down in the Schedule 'A' will not be considered. Unless a deviation from the specification/Delivery period given in Schedule 'A' is pointed out by the tenders specifically. It will be presumed that offer confirms to the specifications/delivery period as laid down in the Schedule 'A'.
8. Tender must be supported by a sample where asked for, failing which it will not be considered.
 - b) The tender should clearly state that the sample submitted confirms to the specification laid

- down in the Schedule 'A' failing which tender will not be considered.
- c) In case the date of opening falls on Holiday, Gazetted or subsequently declared the tender will be opened on the next working day following the close day.
9. Prices should be for supply of the material in safe conditions F.O.R. destination failing which offer may be ignored.
 10. The Director, BPS Govt. Medical College for Women, Khanpur Kalan, Sonapat does not bind himself to accept the lowest tender and reserves to himself the right to reject any or all tenders without assigning any reasons.
 11. All disputes will be settled within the Jurisdiction of District Sonapat.
 12. The quotations will be regarded as constituting an offers open to acceptance on whole or in parts or parts till the date as indicated in the Schedule 'A'
 13. The offers should be typed or written in Ink. Offers in the pencil may be ignored.
 14. The registration certificates of which attested copies are attached with quotations should be certified by the tenderers to be valid on the day of opening of tenders.
 15. An under taking should also be given by the tenderers to the effect that if validity of the registrations certificate expired after the day by opening of the tenders due to closing of the factories or some other factors, they shall report the fact to this office immediately.
 16. The tenderer will give complete addresses of its sister concerns along with name of partners with their complete address (es) and extent of share.
 17. It should also be ensured that the tender/quotations have been signed by an authorized person. His name, designation and address should be given in capital letters.
 18. Offers are to be submitted in duplicate along with only tender form. Offers not received in duplicate may be ignored. The duplicate copy of the offer should be carbon copy of original tender and it must tally in all respects with the original.

IMPORTANT INSTRUCTIONS OF TENDER NOTICE

1. Please quote the name of the manufacturer and also mention. Trade/Brand name of your products.
2. Please quote your rates only if you are manufacturer/authorized distributor/dealer of item to be quoted by you.
3. Certificate from original manufacturer to this effect may be attached that the "Rates charged by you are not higher than the rates being charged from any other Government/Semi Government/Autonomous bodies DS&D, Haryana."
4. Tenders received late will not be considered.
5. Rates quoted should be F.O.R. BPS Medical College for Women Khanpur Kalan, Sonapat.
6. **Earnest money of is Rs. 20,000/-** in the shape of **Demand Draft** in favor of the Director, BPS Medical College for Women Khanpur Kalan, Sonapat Payable at Gohana should be attached with the tender document.
7. The approved contractor shall have to furnish **security of Rs 1,50,000/- (Rs. One lakh fifty thousand only)** in the shape of Bank Guarantee/FDR duly pledged in the name of Director, BPS Govt. Medical College for Women, Khanpur Kalan (Sonapat).
8. Tenders not accompanied with requisite earnest money/tender fee will be rejected.
9. Earnest money already deposited against any previous tender will not be considered.
10. Quantity can be increased/decreased.
11. All cutting/over-writing in the tender should be attested by the tender with his signature.
12. The firm should give rates of spares/consumable which are likely to be used during next one year.
13. The firm should submit a latest authority letter from the original manufacturer of equipment. Authority letter order than one year will not be considered.
14. Conditional tenders will not be accepted and rates quoted should valid upto 1 year from the date of opening of Tender. Withdrawal of rate, amendments/modifications during the validity period of rates shall be considered as unfussiness like behavior which will result in forfeiture

of earnest money and/or penal actions such debarring of firm for further business.

15. Tenderer should demonstrate the equipment before sending to the institute.

Note: If these conditions are not fulfilled their/your tender is likely to be ignored.