

GOVT. MEDICAL COLLEGE JAMMU

Tender Notice No. 02 of 2010.

For and on behalf of the Governor of Jammu & Kashmir state, Sealed Tenders are invited affixed with Rs.5/-revenue stamp for the Group : **Medicinal Gases for the year 2010-11** as per the details given in the tender documents (Tender form ,Terms & Conditions of Tender Notice) from those firms who are registered with Health & Medical Education Department, J&K. These tender documents can be had on written request during all working days up to **10-05-2010** against the Non-refundable cash amount of Rs.500/- in general and Rs. 100/- for SSI units from the office of Principal, Govt. Medical College, Jammu.(Purchase Committee)

The Rate contract thus issued shall be valid for a period of 12 months, extendable for a further period of 90 days from the date of issue of Rate Contract or till such time the new Rate Contract is finalized and issued, whichever may be earlier.

The GR of the receipt should be attached with the tender. The tender should be accompanied with an earnest money deposit in shape of CDR (Call Deposit Receipt) for Rs. 5000/- for SSI units and for other than SSI units Rs. 50,000/- (rupees fifty thousand only) from any Nationalized/ Scheduled/Reputed Bank preferably the J&K Bank Ltd.

The rates should be quoted against each item of the tender both in words and figures without cutting, tempering and **transparent tape should be applied on each quoted rates.** The details of the tender documents are also available on the official Website of Govt. Medical College & Associated Hospitals i.e.**www.gmcahjammu.org.**

The Tender Committee reserves the right to accept or reject any tender or any part of the tender without assigning any reasons thereof.

The tender not fulfilling the laid down terms & conditions will be out rightly be rejected.

Scheduled Dates:-

- | | | |
|---|------------|-----------------|
| 1. Last date for sale of Tender Documents:- | 10-05-2010 | upto 02:00 p.m. |
| 2. Last date for submission of Tenders | 11-05-2010 | upto 1:30 p.m. |
| 3. Opening of tenders | 12-05-2010 | at 11:00 a.m |
- or any other date convenient to the committee

-Sd-

PRINCIPAL
GOVT.MEDICAL COLLEGE,JAMMU
(CHAIRMAN, TENDER COMMITTEE)

No: GMC/J/2010--11/

Dated: - -2010.

Copy for information and necessary action to the :-

1. Secretary to Govt.Health & Medical Education Department, Civil Secretariat, Jammu.
2. Director Health Services, Jammu/Kashmir.
3. Administrator Associated Hospital, Jammu/Srinagar.
4. Controller, Drug & Food Control Org,J&K.
5. Joint Director, Department of Information, Jammu with the request to please publish the said Tender Notice in at least two local English News Papers with largest circulation.
6. Medical Superintendent GMCH/SMGS/CD/Dental & Psychiatric Hospitals, Jammu.
7. Notice Board

Member Secretary
Tender Specific Committee
Govt. Medical College Jammu

Financial Bid :-

ANNEXURE -1

Group :

⇒ **Filling of Medical Gases**

Cost of Tender Documents :

Other Than SSI Units: Rs. 500/-

For SSI Units of J&K State= Rs.100/-

Amount of CDR

Other than SSI Units: Rs. 50,000/-

For SSI Units of J&K State= Rs.5000/-

A. FILLING OF MEDICINAL GASES

<i>S.No</i>	Name of the Item	unit	<i>Rates Offered should be inclusive of freight, Taxes, Rent of cylinder and FOR Stores (both in words & figures)</i>
1.	<u>Oxygen cylinders.</u> Bulk size 7 cum B Type Medium 1.43cum Pin Type style 'A' 0.70cum	cum	
2.	Nitrous Oxide Cylinder <i>A Type small / Pin Type above 1800 in Its.</i> <i>Bulk size above 16000 in Its.</i>	Litre	

Sig. of the Tenderer
Full seal and address

Annexure -II

CHECKLIST

S.No.	Documents	Annexed at Page No.
1	CDR/FDR Worth Rs. 50,000/- for Non-SSI Units Rs. 5000/- for SSI unit	
2.	Financial Bid	
3.	Non- Black listing Declaration	
4.	Registration Certificate with concerned Department	
5	Experience Certificate.	
6.	Copy of Valid Drug Manufacturing License	
7.	Sales Tax Clearance Certificate	
8.	SSI Unit Registration Certificate and Latest Unit in-existence Certificate	
9.	Explosive Handling License.	
10.	Certificate of Acceptance	
11.	Any other (Specify)	

It is certified that all the documents have been annexed strictly as per the check list with the understanding that the tender document is subject to rejection in view of non-availability of any of the above mentioned documents.

Date :

Place :-

(Name of the signature of the tenderer
Or Authorised Signatory)

Terms & Conditions of the contract for the year 2010-11:

1. The tenderer should be registered to the Health and Medical Education Department, Jammu & Kashmir.
2. The contractor shall carefully examine the terms & conditions. In case of any doubts, he shall before signing the contract refer to the officer-in-charge and get clarifications.
3. The tender on the prescribed proforma shall be submitted in a single big size envelop containing two small envelopes one each for original and duplicate with proper seal. The Tender committee will not be held responsible for any postal delay. Tenders not accompanied with the following latest documents alongwith other requisite documents at the time of submission of tenders are liable to be rejected at the appropriate level of the competent authority :-
 - a) Earnest money deposits in the shape of FDR/CDR for Rs.50,000/-. (Fifty thousand only) for NON SSI units and Rs. 5000/- for SSI Units of J&K State from Nationalized/Scheduled/Reputed Bank pledged in the Name of Principal Govt. Medical College Jammu. Please note that the tender Number, its due date and complete address of the firms should also be written **on the back side of the CDR/FDR so as to ensure its safe** return to the unsuccessful or successful tenderers as the case may be. No earnest money shall be acceptable after the closing date of receipt of tender. Failure to furnish the prescribed amount of earnest money against each groups shall result in straight way rejection of tender.
 - b) Latest income tax clearance certificates and VAT/Sales tax clearance certificate valid at the time of opening of the tender issued by the sales tax authority under relevant sales tax act and the amendments made thereafter from time to time.
4. **Non- Blacklisting Declaration:** The tenderer shall furnish a non-black listing undertaking on affidavit that the firm has not been blacklisted in the past by any Govt./ Private institution. The tenderer has to give an affidavit on non-judicial stamp paper duly attested of Rs. 50/- that there is no vigilance/CBI case pending against the firm and has not been blacklisted in the past.
5. The tender documents should be page marked and bearing signature with seal on each and every page.
6. **Rates Quoted should be typed/ printed and free from over writing /cutting and application of white fluid. No hand written quotation will be accepted. All pages of the documents submitted should be numbered & total number of pages indicated in the index. Transparent tape/ lamination should be applied on the quoted rates.**
7. **The financial bid should be offered separately as per the performa enclosed.**
8. **Details of documents enclosed with the tender forms should be mentioned in Proper Index serial wise duly flagged on the front page of your quotation/ reference letter.**

9. **The rates quoted should be inclusive of all taxes, freight, levis, FOR Stores etc. as applicable.**
10. The document submitted by the firm with the tender form will be opened in the presence of tenderers/ firms representatives and the officers opening the tender will sign the tenders price and other important features.
11. The tenderer/ authorized representatives should point out to the Chairman tender opening committee on date of opening of tenders embitterment if any at the time of opening tenders. Thereafter the tenderer/ authorized representative will have no legal right to confer or to represent on one ground or the other.
12. All the documents attached with the tender should be self attested by the authorized signatory (same individual) of the firm with seal.
13. No conditional tender shall be accepted. The committee reserves right to accept or reject any tender/ quotation without assigning any reasons thereof. The Successful tenderer are bound to stick on the rates once quoted by them and once approved by the committee.
14. The successful tenderer shall have to abide by the standard terms and conditions as laid down in the J&K book of financial rules/ codes and the conditions as per the contract.
15. The Principal Govt. Medical College Jammu, Chairman of the committee is competent and reserves the right to consider, ignore, or reject any tender at any stage without assigning any reason what so-ever.
16. The successful tenderer shall be responsible for execution of the contract in full and shall not in any case assign or sublet approved contract or any part thereof to other party. Suitable penalty up-to 10% of the total value of a contract shall be imposed for any deviation from contractual obligation on merits of each case, which can be forfeiture of Earnest money/ FDR /Security deposits/ with holding of other deposits in Health and Medical Education Department as a whole or even debarring/black listing of the suppliers/ firms/ dealers. The earnest money shall be forfeited if the contractor withdraw their tender or revise the prices of their offer within validity period.
17. Any loss sustained by the department as a result of retendering the contract or allotting the same to 2nd lowest tenderer due to backing out by the successful tenderer shall be recovered from the defaulting tenderer out of his earnest money / Security deposit or from any of his pending bills with department , as the case may be. Even if the second lowest tenderer agreed to carry the contract at the rate of first lowest, the earnest money deposit of the first lowest tenderer will be forfeited and he shall have no claim for the same and also shall have no right to raise this issue in any court of law in any matter. The same procedure will be adopted in case of second lowest on his default and likewise for 3rd lowest.
18. The earnest money shall be refunded in favour of unsuccessful tenderer after finalization of tender where it shall be retained in case of successful tenderers and treated as security deposit to be refunded after the successful completion of the contract.

19. The quality of material and workmanship shall be of high standard and material found defective/ rejected by the department, shall be immediately removed/ replaced by the contractor at his risk and cost.
20. The Principal, Govt. Medical College / Medical Superintendent of the hospital or his authorized representatives have assess at all the time to make full inspection etc. of the factory so as to ensure the satisfactory functioning of the contractor.
21. **The Successful tenderer shall have to abide by the terms and conditions of the NIT and the approval of the contract for which an agreement shall have to be executed on a NON JUDICIAL Stamp Paper with the concerned authorities before the allotment of the contract. The cost of the stamp duty shall be borne by the tenderer. The successful tenderer shall have to execute an agreement in the prescribed form.**
22. In case of any dispute/ difference or doubts, the orders of the chairman, Tender Committee shall be final.
23. All the documents which are asked for should be properly attested and should be complete in all respects failing which papers will not be entertained.
24. **All the terms and conditions of the tenders should be carefully studied for the sake of submitting complete and comprehensive tender, failing to comply with any of the terms and conditions may lead to rejection of tender, even if it is competitive offer.**
25. Legal proceedings that may arise at any time shall be subject to the jurisdiction of J&K Courts at Jammu only.
26. The payment shall be made on quarterly basis.
27. The contract fixed shall be valid for a period of **twelve months** from the date of issue of approved rate contract extendable for a period of 90 days from the date of issue of Rate Contract or till such time the new rate contract for succeeding year is available.
28. The firm shall have to submit proof of **previous Experience in the respective field**. Only the tenders with satisfactory performance shall be entertained.
29. **Any other condition that is not indicated here can be incorporated before execution of the contract, if need be.**
30. **No separate conditions will be accepted and the conditional tenders will be out-rightly rejected.**

FORCE MAJURE CLAUSE :

- A) As a result of lock out due to non- availability of Raw material , strike of workers, due to loss of fire, accidents , Road / Rail blockages, floods, labour disputes, riots or due to any other natural calamity the factory remain closed because of the circumstances beyond the control of the owner , the FORCE MAJURE CLAUSE shall be applicable so far extension in period and other reasons are concerned.
- B) During the course of finalization of the RATE CONTRACT as well as during period of the contract the levy / tax imposed by the Central/ / State/ Local self Government the

increase shall be allowed subject to production of original orders / documents of having the additional levy/ tax etc. paid.

- C) In case any reduction in the prices is ordered by Central / State / local Self Government during the course of the contract the same shall be recoverable from the supplier.
- D) Such cases where any representation dispute / doubt is received by the Rate Contract Committee it shall be referred to the administrative department for final disposal and decision thereof shall be final and binding upon the parties.
- E) The successful tenderer shall have to abide by the terms & conditions as mentioned above as well as in the rate contract for which the contractor will have to execute an agreement with the department within 15 days from the date of final acceptance of the contract. In the event of failure to abide by the terms and conditions, the Principal, Govt. Medical College Jammu may without prejudice to any other remedy available with him under any law for the time being in force in the State impose all or any of the following Penalties on the contractor, in addition to the forfeiture of the Earnest Money Deposit in full or any part thereof :-
 - i) The termination of the contract within 15 days notice to the contractor under registered cover. The extra cost, if any, incurred shall be made good from the contractor, in retendering and making alternative arrangements
 - ii) Such penalties as deemed reasonable.

We do hereby agree abide by all the conditions mentioned (Sr. No. 1 to Sr. 30) in the tender document (All the documents have been signed by us in token of acceptance of the “ Condition of the Contract” and are without any cutting/ overwriting.)

In Acceptance

Signature of the tenderer

Annexure -IV

UNDERTAKING/ LETTER OF ACCEPTANCE

Sir,

1. I / we do agree for all clauses, terms and conditions of the tender documents.
2. I / we agree to abide the contract for a period of **one year** to provide the services from the date of award of the contract which may be extended by the committee till new rate contract is finalized.
3. I / we declare that no legal / financial irregularities involving the Proprietor/ Partner of the applicant (s) / firm are pending.
4. I / we declare that our financial position is sound and we are competent to execute the contract.
5. I/ we declare that we will not ask/ expect any financial assistance from the Govt. of Jammu & Kashmir State.

In acceptance
(Name of the signature of the tenderer
Or Authorized Signatory)

MEDICAL COL

&

Associated Hospitals Jammu

Name of the Group: Medicinal Gases for the year 2010-11

Tender Documents Issued to M/S _____

IMPORTANT DATES.

GR No: _____

- | | |
|---|--|
| 1. Last date for sale of Tender Documents:- | 10-05-2010 upto 02:00 p.m. |
| 2. Last date for submission of Tenders | 11-05-2010 upto 1:30 p.m. |
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Contains:-	1. Financial Bid.	01 Page
	2. Check List	01 Page
	3. Undertaking of Acceptance	01 Page
	4. Terms & Conditions	04 Page