



**OFFICE OF THE PRINCIPAL
GOVERNMENT MEDICAL COLLEGE BARAMULLA**

principal@gmcbaramulla.com | www.gmcbaramulla.com | [01952-238140](tel:01952-238140)

**E-Tender Notice for Refilling and Supplying of Medical Gases in Associated Hospital
GMC Baramulla**

E- Tender Notice No: 22-GMCB of 2024 Dated: 16-12-2024

On behalf of Governor of Jammu & Kashmir Union Territory, e tenders are invited through Principal, Government Medical College Baramulla for **Supply of Medical Gases** as per the **Annexure "A"** to this tender notice from **Firms / Companies / Authorized Service Providers for Government Medical College & Associated hospital Baramulla**. The tender document can be downloaded from the website www.gmcbaramulla.com and www.jktenders.gov.in w.e.f. **16-12-2024 to 30-12-2024**.

The tender details and schedules as per following.

Item Description	Tender Fee	EMD
Refilling and Supplying of Medical Gases in AH GMC Baramulla	Rs.1,000.00	Rs. 1,00,000

Date & Time of release of bid	16-12-2024 (05:00 PM)
Last date for entertaining any clarification/representation	17-12-2024 (05:00 PM)
Online bid submission start date	17-12-2024 (05:00 PM)
Last date for submission of online bids	30-12-2024 (11:00 AM)
Opening of Technical bids	01-01-2025 (03:30 PM)

- Any query to clear can be done through email id on principalmedicalcollegebla@gmail.com.
- The competent authority reserves the right to accept or reject the tenders received or cancel the whole tendering process without assigning any reason thereof.

**Sd/-
Principal/Dean
Govt. Medical College,
Baramulla**

NO:-GMCB/PO/2024-25/1530/3051-57

Dated: 16-12-2024

Copy to the:-

1. Administrative Secretary, Health & Medical Education Department, J&K, Jammu for favour of information.
2. Director, Finance, Health & Medical Education Department, J&K, Jammu for favour of information.
3. Joint Director, Information Department, Kashmir, Srinagar with the request to publish the NIT in two leading dailies of the UT.
4. Chief Accounts Officer GMC Baramulla for information.
5. Medical Superintendent Associated Hospital GMC Baramulla for information.
6. In-charge Website GMC Baramulla to upload this notice on official website of GMC Baramulla.



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E-tender for Refilling of Medical Gases in Associated Hospital GMC Baramulla -

Terms and Conditions:

1. Scope of contract

Nature of Contract: Lumpsum

- **Note:** The rate to be quoted should include all the charges i.e. lifting the cylinders from GMC Baramulla and then supplying them back. No separate delivery charges will be paid to the successful bidder. Every bidder will have to quote the rate including delivery charges.
- The Tenderer shall carefully examine the conditions i.e. specification, Chemical Name etc to be supplied where-ever applicable (In case of any doubts the tenderer shall before signing the contract refer to the Officer In-charge and get clarifications).
- Latest Original Authority from the Principal manufacturer(s) where-ever applicable. Fake and false authority letter(s) will be considered an offence and stern disciplinary action shall be taken against such firms/suppliers and shall be blacklisted.
- All the quoted rates must be F.O.R. Government Medical College & Its Associated Hospital Baramulla. The rates quoted should be inclusive of all taxes, duties and other charges.
- No conditional Tender shall be accepted.
- Successful Tenderer shall have to execute the supplies in full from the date of placement of supply order within the prescribed date and shall also have to abide by the standard Terms and conditions as laid down in GFR 2017 / Procurement Manual issued by Ministry of Finance , Department of Expenditure GOI and the conditions as per the contract.
- The Successful Tenderer shall be responsible for execution of the contract in full and shall not in any case assign or sublet the approved items or part thereof to any other party. Suitable penalty upto 50% of the total value of the contract shall be imposed for any deviation from contractual obligation on merits of each case which can be recovered from earnest money/Security Deposits and it can even debarring/blacklisting suppliers/Firms/Dealers.
- No representation regarding increase/withdrawals of rates already quoted in the tender shall be considered and no price escalation claim shall be entertained at any stage.
- The Tenderer whose Tender is accepted shall arrange the supplies within stipulated time as mentioned in the supply order.
- **DELIVERY AND COMPLETION:** The successful tenderer(s) shall have to make the supply of the gas within three to five days from the date of receipt of empty cylinders at factory site.
- **AGREEMENT:** The successful tenderer shall have to execute an agreement in the prescribed form within 15 days from the date of issue of order.
- The tender/Offer of a firm/approved agency that may have defaulted in the past with the Department shall not be considered for comparison and action for blacklisting firm/agency, shall be taken in respect of defaulters.
- No conditional tender shall be accepted.
- All terms and conditions of NIT shall be also part of the supply order /agreement.
- All Terms & conditions of tender Notice shall also form part of supply order and agreement.



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2. Bid document cost and EMD

The cost of tender document shall be furnished in the shape of Demand Draft in favor of **Chief Accounts Officer GMC Baramulla**. The bidder has to furnish scanned copy of the demand draft on line before the due date of submission of technical bid. However, original instrument of bid documents cost and EMD in a sealed envelope clearly super scribed as bid for Bio medical waste management services. with bid reference No. and the name of the bidder must reach the tender inviting Authority by post / courier on or before the opening of technical bid, failing which the bid shall be rejected.

Firms which are registered as MSME units shall be considered for exception of EMD as well as cost of tender document.

3. Forfeiture of bid security

The bid security will be forfeited in the following cases:-

- a) When bidder withdraws or modifies the offer after opening of tender and before acceptance of tender
- b) When bidder does not execute the agreement, if any, prescribed within the specified time or extended time by competent authority on the request of the bidder
- c) When bidder does not deposit the security money after the supply order is given.
- d) When he fails to submit samples of quoted items on demand within the prescribed time.
- e) When bidder violates any terms and conditions of the tender documents.

4. Period of validity of bid.

- a) The bid must remain valid for minimum of 180 days from the date of opening of technical bid. A bid valid for a shorter period shall be rejected by the tender inviting authority as nonresponsive.
- b) The bidder cannot withdraw his bid within bid validity period and also after execution of rate contract agreement or issuance of supply order for any of the agreed items.

5. Duration of contract

Once the rate of contract is finalized the rate contract shall be valid for a period of **one year** from the date of awarding of contract.

However if at any point of time during the contract it was found that the supplier is not servicing as per the norms laid down in tender document/Rate Contract/work order, the competent authority reserves every right to cancel the contract.

6. Signing of Contract

Promptly after notification of award, within ten days from the date of the letter of intent, the successful bidder shall execute the contract (as per agreement **Annexure B**) on Rs.100/- stamp paper purchased in the name of the successful bidder, duly signed and dated, to the Tender Inviting Authority by registered / speed post or in person.



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7. Submission of bids and Eligibility Criteria:

The bids are to be submitted online in two parts in the e-tender portal (www.jktenders.gov.in). Each process in the e-procurement is time stamped and the system can detect time of login of each user including the bidder.

a) Part 1-

The technical bid shall be submitted on the tendering portal with all the required documents as mentioned in tender document. **However, a copy of the same shall reach the office of the tender inviting authority before the date of opening of technical bid, failing which tenders are liable to be rejected.**

Address for submission of documents: (Procurement Office, Govt. Medical College Kanthbagh Baramulla, J&K)

The list of scanned documents to be uploaded online in PDF format is mentioned below:

- i) Format T1 Details of bidder
- ii) Format T2 Declaration form/letter of undertaking.
- iii) Scanned copy of demand draft for cost of tender document and EMD.
- iv) Copy of PAN Card with latest ITR.
- v) Copy of valid Explosive License and storage license of all medical gases issued by chief controller of explosives.
- vi) The firm should be a reputed one and should have been a supplier to Govt. Hospitals for a period of 02 years (supported by a document/supply orders).
- vii) GST Registration with latest GST submission receipt
- viii) Non- Blacklisting Declaration

Part 2 –

Price bid format (BoQ) is not enclosed in the bid document. It has to be downloaded from the e-procurement portal (jktenders.gov.in). The price bid format (excel sheet available in e-Tender portal) is specific to a bid and is not interchangeable. The price bid format file (BoQ itemwise-FormBased) shall be downloaded from the e-Tender portal and the bidders shall fill up only following fields in the sheet BoQ1:

Column 7 Rates in Rs./paise per unit of the item mentioned in that row

Column 9 Tax Amount in Rs./ Paise per unit of the item mentioned in that row

Quantities shown in the Price Bid are only indicative. The actual quantity shall be worked out later on as per requirement.

8. Signing of the BID

The bidder shall digitally sign on all statements, document, certificates uploaded on his own responsibility for the correctness / authenticity. If any of the information furnished by the bidder is found to be false/fabricated/bogus, the EMD /bid security shall stand forfeited and his /her name shall be recommended for blocking of portal registration and the bidder is liable to the blacklisted.

9. Price BID Opening

The opening of the price bid shall be done online by the tender inviting authority or his authorized representative. Only the price BIDs of the firms qualified in the detailed scrutiny and evaluation of the



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technical bid and samples verification, if any, conducted by the technical committee / Tender inviting Authority shall be opened in the second round.

10. Award of contract

The contract will be awarded to the lowest evaluated responsive bidder. In case of L1 rates being quoted by more than one bidder the quantity to be supplied shall be equally divided amongst them.

In case L1 bidder fails to execute the contract, it will be re-tendered.

11. Payments

PAYMENT:- 100% Payment shall be released through WDC Bill/Bank Draft within 30 days after receipt/verification of materials in the stores to the following extent.

- ✓ In case the payment is delayed due to some unavoidable reasons beyond control of the department the successful tenderer has to deliver the supply in any case
- ✓ That a certificate is recorded on each bill that the quantity of the gas mentioned in the bill has actually been filled in the cylinders and confirm to IP Grade batch number and analytical report shall also be recorded on the bill.
- ✓ Analytical report of each and every batch of gas shall be enclosed with the bill.

12. Penalties:

In the event of the supplier failing, declining, neglecting or delaying the supply or in the event of any damage occurring or being caused by the supplier, the Government shall without prejudice to any other remedy available to it under the law for the time being in force J&K UT:

- ✓ Terminate the supply order after 30 day notice and/or
- ✓ Recover the amount of loss caused by damage, failure or default including the Consequential damages.
- ✓ Impose a penalty up to 10% of the total value of the order and confiscate earnest money.

For delay in supply of items beyond stipulated delivery period of supply order, Institute may accept the supplies after imposing penalty as per following.

- First extension up to 03days or part there of @3%of the delayed supply.
- Second extension up to 07days @5%of the delayed supply.
- In case of delay beyond a week supply shall be arranged from alternative sources.
- In case of default the Institute will have to procure the ordered items from the open market/another party at the firm's risk and expenses under Risk Purchase clause.
- Forfeit the Security Deposit/Earnest Money and/or
- Recover the amount of the loss caused by the damage, failure or default t(including the consequential damages)as may be determined by the Institute.



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13. Jurisdiction of Courts

All disputes arising out of this bid will be subject to the jurisdiction of courts of law at Baramulla only.

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DETAILS OF THE BIDDER

Format T1

GENERAL INFORMATION ABOUT THE BIDDER			
1.	Name of the Bidder		
	Registered address of the Firm		
	State	District	
	Telephone No.	Fax	
	e-mail	website	
CONTACT PERSON DETAILS			
2.	Name	Designation	
	Telephone No.	Mobile No.	
COMMUNICATION ADDRESS			
3.	Address		
	State	District	
	Telephone No.	Fax	
	e-mail	website	
TYPE OF THE FIRM			
4.	Private Ltd.	Public Ltd.	Proprietorship
	Partnership	Society	Others Specify
	Registration No. and date of registration		
NATURE OF BUSINESS			
5.	Manufacturer	Authorized Representative/Stockist/dealer	
6.	Direct Importer		
7.	GST Registration		
8.	PAN: Furnish the copy of the PAN		



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9	<p>Bank Details of the Bidder: The Bidders have to furnish the bank Details as mentioned below for return of EMD /Payment for supply if any (if selected)</p> <p>a. Name of the bank :</p> <p>b. Full address of the Branch Concerned :</p> <p>c. Account no. of the bidder :</p> <p>d. IFS Code of the Bank :</p>			
	<i>Date</i>	<i>Office Seal</i>		<i>Signature of the bidder /Authorized Signatory</i>



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(To be submitted in *Part – I Technical Bid*)

(Format T2)

DECLARATION FORM

(Affidavit before Executive Magistrate / Notary Public)

I / We
having My / our office at.....do declare
that I / We have carefully read all the terms & conditions of bid of GMC Baramulla, for
the service of (Name of the item). Our quoted price if approved will
remain valid for a period of three years from the date of approval. I will abide with all the terms
& conditions set forth in the Bid document Reference
no.
..... along with the subsequent amendment, if any.

I/We do hereby declare I/We have not been de-recognised / black listed by any State
Govt. / Union Territory / Govt. of India / Govt. Organization / Govt. Health Institutions for
supply of Not of Standard quality item/ Non-supply.

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and
or Performance Security Deposit and blacklist me/us for a period of 3 years if, any information
furnished by us proved to be false at the time of inspection /verification and not complying
with the Bid terms & conditions.

I / We do hereby declare that I / we will supply the _____ as
per the terms, conditions & specifications of the bid document and hereby further declare that
I/We will provide service as per specifications/make shown in the BOQ.
The rates quoted in the bid are valid for 360 days.

Signature of the bidder: Seal

Date:

Name & Address of the Firm:



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Annexure B

AGREEMENT

This agreement made the..... day of, 2021 between.....(Name and Address of *Purchaser*) represented by the Procurement Officer, GMC, Baramulla (hereinafter “the *Purchaser*”) of one part and (Name and Address of Supplier) (hereinafter “the *Supplier*”) represented by (Name of the Authorized Signatory and Designation), Aged years, residing at (Full Residential Address of the Signatory) of the other part:

Whereas the *Purchaser* has invited bids for the supply of (brief description of goods and services vide bid no..... dated.....).

The supplier has submitted technical and price bids as contained in the bid document. The *Purchaser* has finalized the bid in favour of the Supplier on a Rate Contract basis for the supply of the said goods and services for Schedule attached hereto at the prices noted against each item on the terms and conditions set forth in the agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the bid document referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
 - (a) All the documents submitted by the bidder as part of technical bid and price bid;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications and other quality parameters;
 - (d) The clarifications and amendments issued / received as part of the bid document
 - (e) The General Conditions of Contract;
 - (f) The *Purchaser*’s Letter of Intent.

3. In consideration of the payments to be made by the *Purchaser* to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the *Purchaser* to supply, install and commission the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The *Purchaser* hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects



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therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. The supplier will not demand for release of EMD which shall be retained for due & faithful performance of the provisions of this agreement. Such is liable to be forfeited by the Purchaser in the event of the supplier failing duly & faithfully to perform any one or more or any part of any one of the said provisions.

Validity of Rate Contract: The rate contract shall be valid for a period of three years from the date of approval of rate contract.

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

Signed, Sealed and Delivered by the said
.....(For the
Purchaser)
in the presence of

Signed, Sealed and Delivered by the
said (For the *Supplier*) (Signature,
Name,
Designation and Address with Office seal) in the presence of
.....

- 1) (Signature, Name and Address of witness)
- 2) (Signature, Name and Address of witness)



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**Annexure "A"
FINANCIAL BID**

E- Tender Notice No: 22-GMCP of 2024 Dated: 16-12-2024

S. No.	Refilling of Medical Gases in Associated Hospital GMC Baramulla	Rate plus delivery charges inclusive of all taxes
1.	O ₂ Bulk Cylinder (Type D) 7 Cubic Meter	
2.	O ₂ Medium Cylinder (Type B) 1.43 Cubic Meter	
3.	N ₂ O Bulk Cylinder (Type D) 17.30 cubic meter	
4.	N ₂ O Medium Cylinder (Type B) 3.5 cubic meter	
5.	CO ₂ Bulk Cylinder (Type D) 30 kg	
6.	CO ₂ Medium Cylinder (Type B) 7 kg	

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