

Baba Farid University of Health Sciences, Faridkot
E-TENDER NOTICE FOR signing Rate Contract for supply of Medical Oxygen and other Medical Gases

E-Tender Form
(E-Tender enquiry for signing Rate Contract
for supply of Medical Oxygen and other Medical Gases
at Guru Gobind Singh Medical College & Hospital, Faridkot)

Tender Notification No :	The tender notification number will be allotted by the portal automatically
Requirement	E-Tender notice for signing rate contract for two years (extendable for another one year with mutual consent of both the parties) for supply of Medical Oxygen and other Medical Gases required at Guru Gobind Singh Medical College & Hospital, Faridkot.
Cost of the tender document:-	Rs.2360/- (Non-refundable) to be deposited through Online Mode Only in favor of Registrar, Baba Farid University of Health Sciences, Faridkot.
Tender Processing Fee	To be charged by Govt. of Punjab as per its norms. (Non- refundable)
Earnest Money Deposit (EMD)	Rs. 15,000/- (Rupees Fifteen thousand only) The Earnest Money Deposit must be submitted in the shape of Online Payment in favor of Registrar, Baba Farid University of Health Sciences, Faridkot on or before due date (Refundable to the Non-successful bidders, without any type of interest or other charges). However, it will be converted into Performance security in case of successful tenderer and will be returned after successful completion of the contract period.
Date of start of downloading of tender documents	Immediately from the website of the Punjab Government i.e. https://eproc.punjab.gov.in
Website for downloading of the tender document:-	https://eproc.punjab.gov.in However, the details may also be obtained from the University website i.e. www.bfuhs.ac.in and college website www.ggsmch.org
Date time and place of Pre-bid Conference	02.05.2023 at 02.30 pm in the office of Principal, Guru Gobind Singh Medical College, Faridkot.
Last date for downloading of the tender document:-	25.05.2023 up to 12.30 pm
Last date & time for uploading of the tender documents:-	25.05.2023 up to 1.30 pm (through online mode only)
Date of opening of the Technical Bids	Technical Bids shall be opened online through e-procurement site of the Government of Punjab i.e. https://eproc.punjab.gov.in on any working day after due permission of the competent authority.
Date, time and venue for opening of the Price Bids	Financial Bid of the technically qualified bidders shall be opened online through e-procurement site of the Government of Punjab i.e. https://eproc.punjab.gov.in on any working day
Who can be contacted for obtaining more information about the tender.	Principal, Guru Gobind Singh Medical College & Hospital, Sadiq Road, Faridkot. Phone:- 01639-251111, Mob:98773-65600, 94655-13138 E-mail: procurement@ggsmch.org and ggsmc@punjab.gov.in (on all working days from 9.00 a.m. to 5.00 p.m.)

NOTICE INVITING E-TENDER

E-Tenders are invited on or before **25.05.2023** from manufacturers or their authorized agents/distributors **for signing Rate Contract for two years for supply of Medical Oxygen and other Medical Gases as per Scope of supply** at Guru Gobind Singh Medical College & Hospital, Faridkot. The tender document containing detailed terms & conditions may be downloaded from the E-procurement website of the Punjab Government i.e. <https://eproc.punjab.gov.in> and its detail may also been seen at the University website www.bfuhs.ac.in and college website www.ggsmch.org

TERMS AND CONDITIONS:-

1. The tender must be uploaded on or before the last date/ time of the submission of tender.
2. The Tender processing fee should be submitted through Net Banking/Credit card/Online mode only and as per Punjab Govt.
3. Technical Bids shall be opened online through e-procurement site of the Government of Punjab i.e. <https://eproc.punjab.gov.in> on any working day after due permission of the competent authority.
4. Financial Bid of the technically qualified bidders shall be opened online through e-procurement site of the Government of Punjab i.e. <https://eproc.punjab.gov.in> on any working day
5. The Registrar/Principal reserves all rights to accept or reject any or all the tenders without assigning any reason.
6. A Pre-Bid Conference will be held on **02.05.2023** at **02.30 pm** in the office of Principal, Guru Gobind Singh Medical College, Faridkot. *Any prospective bidder can attend the pre-bid conference to seek any clarifications about the tender. The proceedings of the pre bid conference will only be uploaded on the website <https://eproc.punjab.gov.in> and will form integral part of this tender document. Any clarifications/ Modifications/ Changes notified during the pre-bid conference will be mandatory and binding.*
7. Corrigendum/Addendum/Corrections, if only will be published on the Website <https://eproc.punjab.gov.in>

Registrar

INSTRUCTIONS/ GUIDELINES TO THE TENDERERS

1. The bidder needs to register himself/ herself on <https://eproc.punjab.gov.in> The bidder is also required to obtain Class III digital signature certificates to complete this process.
2. Please download the Tender document from the website of e-procurement of the Govt. of Punjab <https://eproc.punjab.gov.in> Please fill all the relevant blanks on all the pages of the tender document sign along with a stamp/ seal all pages and then a scanned copy of the same may be uploaded on the website at the time of submission of the tender document.
3. **It should be clearly noted that this tender will be accepted through e-tender mode only.** The tenders submitted through offline mode will not be accepted under any circumstances.
4. **Tender Fee** (non-refundable) may be deposited through online mode Only.
5. **Tender Processing Fee: Through online mode only as per prescribed rates of Govt. of Punjab.**
6. **Earnest Money Deposit (EMD)** Rs. 15,000/- (Rupees Fifteen thousand only) The Earnest Money Deposit must be submitted in the shape of Online Payment in favor of Registrar, Baba Farid University of Health Sciences, Faridkot on or before due date.
7. **Upload** signed copy of *Technical Bid* Compliance Statement (Annexure-I)
8. **Upload** an affidavit regarding Non-Black listing as per proforma given at **Annexure-II** duly attested by an Executive Magistrate or a Notary Public.
9. In case the Bidder is Authorized Supplier/Agency, the Authorization Certificate as per the Format given at **Annexure-‘III’** (duly filled in), **to be uploaded.**
10. In case the Bidder is Authorized Supplier/Agency, an undertaking/certificate issued by their Principal Manufacturer/Supplier that in case dealership/distributorship is withdrawn after supply of the material then the Principal Manufacturer/Supplier will be responsible for supply of the material. (**Annexure – ‘IV’**), **to be uploaded.**
11. **Upload** details of Bank Account for refund of EMD (**Annexure – V**).
12. In addition to this, following **documents are to be uploaded** with Technical Bid:-
 - i) Details of registration as Company /Firm/ Establishment.
 - ii) Certified copy of Valid Drug License (required for items under Drug Act)
 - iii) Certificate ISO and quality of Medical Oxygen and other Medical Gases stored as per Indian Drugs and Cosmetic Act.
 - iv) Certificate from the department of Petroleum and Explosives Safety Organisation
 - v) Certificate of Valid manufacturing.
 - vi) Certificate of Registration for service Tax/TIN/TAN/PAN/GST.
 - vii) A certificate from C.A. regarding Annual Turnover with Balance Sheet for the last 3 (three) financial years i.e. 2018-19, 2019-20 & 2020-21.
 - viii) Copy of the IT Returns for three financial years i.e. 2018-19, 2019-20 & 2020-21.
15. Price should be quoted and **uploaded** only in Excel Sheet proforma available at the e-procurement portal of the Govt of Punjab.

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Scope of Supply

Sr.	Item	Refilled Cylinders Reqd. in a year	Earnest Money to be Submitted (in Rs.)
1.	Medical Oxygen Gas Cylinder (0.65Cum) Type-A	As per requirement	15,000/-
2.	Medical Oxygen Gas Cylinder (1.25Cum) Type-B		
3.	Medical Oxygen Gas Cylinder (7Cum) Type-D		
4.	Medical Nitrogen Gas Cylinder (7Cum) Type-D		
5.	Carbon-Dioxide Gas Cylinder (7Cum) approximate 30 kg		
6.	Carbon-Dioxide Gas Cylinder (Small Size)		
7.	Liquid Nitrogen Gas small Cylinder, Capacity 11 Ltr		

(Including Service, Cylinder & Valve maintenance, loading, unloading & freight of cylinders)

TERMS AND CONDITIONS

**FOR SIGNING RATE CONTRACT FOR SUPPLY
OF Medical Oxygen and other Medical Gases
AT GGS MEDICAL COLLEGE & HOSPITAL, FARIDKOT**

ELIGIBILITY

- The sole manufacturers or their authorized agents/distributors may quote their rates.
 - In case of Authorized Supplier/Agency/Distributor, the Authorization Certificate as per the Format given at **Annexure-‘III’** should be attached.
 - In case the Tenderer is authorized dealer/supplier an undertaking/certificate issued by their Principle Manufacturer/Supplier that in case dealership/distributorship is withdrawn after supply then the Principle Manufacturer/Supplier will be responsible for supply of material till the expiry of Rate Contract (**Annexure – ‘IV’**).
1. This institution reserves the right to reject tenders without assigning any reason and increase or decrease the quantity of the articles tendered.
 2. If the supply is not made within the stipulated period then late delivery charges @**2%** will be imposed on the total amount of Supply Order up to delay of **07 days** and thereafter @ **4%** for another **07 days** after which Supply Order will be deemed cancelled & security/earnest money will be forfeited and company will be black-listed for future.
 3. **Leaked /damaged supply, tempered or damaged labeled supplies shall not be accepted under any circumstances.**
 4. In-complete or conditional offers incorporating price variation will not be entertained.
 5. The firm should have been in existence for at- least **three years** and it should have turn of **Rs.50,00,000/- per year.**
 6. **Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority as per the GFRs-2017 rules clause 144 sub rule (X1).**
 7. The successful bidder shall sign following agreement on judicial paper of Rs.100/- for supply of material for two years without increase in rates of material:-

**AGREEMENT FOR RATE CONTRACT FOR SUPPLY OF
Medical Oxygen and other Medical Gases**

An agreement made this day _____between Guru Gobind Singh Medical College, Faridkot through its Principal (hereinafter called the **First Party**) on the one part and M/s. _____ (hereinafter called the **Second Party**) on the other.

WHEREAS the **First Party** is interested in purchase Medical Oxygen and other Medical Gases related to the treatment of the patients at GGS Hospital, Faridkot **AND** the **Second Party** is interested to supply the said material to the **First Party** on the following terms & conditions which have been mutually agreed upon by both the parties with free consent and will.

1. That the **First Party** will purchase Medical Oxygen and other Medical Gases from the **Second Party** on the rates agreed i.e. @ Rs..... per Cylinder/ per litre, (Including

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Service, Cylinder & Valve maintenance, loading, unloading & freight of cylinders) taxes extra as applicable.

2. That the **Second Party** will supply the Medical Oxygen and other Medical Gases @ Rs..... per cylinder / per litre (Including Service, Cylinder & Valve maintenance, loading, unloading & freight of cylinders), taxes extra as applicable and within the stipulated time as specified in the Purchase Order issued by the **First Party**.
3. That the **Second Party** would not at any cost make any substitution of the Medical Oxygen and other Medical Gases, without the prior written permission of the **First Party**. In case it is found or held that the **Second Party** has made any substitution or has not supplied Medical Oxygen and other Medical Gases as specified and at the higher rates then it would be considered as breach of the terms & conditions of the agreement and the **First Party** will be at liberty to terminate the contract without any notice or intimation of any type to the **Second Party**.
4. This agreement is being made for a period of two years (extendable for another one year with the consent of the both parties), which would take effect from the date of signing of this agreement.
5. The Medical Oxygen and other Medical Gases to be supplied by the **Second Party** would be accepted by the **First Party** after complete inspection of the same. If the goods supplied are not up to the mark, the **First Party** is within its right to reject the same.
6. The EMD deposited by the **Second Party** will be converted into security deposit which would be refunded after the completion of the present Rate Contract. The security would not be refunded during the continuation of this agreement or in the event if the **Second Party** fails to perform his part of agreement in the manner required by the **First Party**. The **First Party** reserves its right to forfeit the same if the **Second Party** fails to supply the goods as per specifications.
7. If the supply is not made within the stipulated period as mentioned in the Purchase Order by the Second Party then late delivery charges @2% will be imposed on the total amount of Supply Order up to delay of **07 days** and thereafter @ **4%** for another **07 days** after which Supply Order will be deemed cancelled & security/earnest money will be forfeited and company will be black-listed for future.
8. The payment will be made on bill basis after inspection of material by the committee.
9. That in case, the purchased material could not be used by the **First Party** the **Second Party** will be required to take back such material and refund the payment or supply the fresh material.
10. The **Second Party** shall deliver the material F.O.R. which would be mentioned in purchase orders only for institutional supply issued by the **First Party**.
11. That the articles shall be the exact specified quality, kind description and specification as demanded.

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12. If there is any reaction / damage due to damaged supply then the **Second Party** would be responsible for all the consequences thereof.
13. That in case of any query raised by the end user, the **Second Party** will be responsible to deal with the query to the entire satisfaction of the user.
14. The concerned Inspection Committee can reject any or all of the materials supplied without assigning any reason, if in its opinion the materials supplied do not comply with the specifications, quality etc, its decision shall be final and conclusive and the **Second Party** shall not be competent to question such decision. The decision shall be binding on the **Second Party**.

15. ARBITRATION

The agreement/contract shall be deemed to have been made/executed at Faridkot for all purposes. The contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between College and the Bidder in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, settled through arbitration. The decision of arbitrator shall final and binding. Registrar, Baba Farid University of Health Sciences, Faridkot shall be the sole arbitrator.

The venue of such arbitration proceeding shall be at Faridkot and the court in Faridkot alone will have jurisdiction in respect of all proceedings connected there with.

16. **Jurisdiction** – All disputes are subject to the jurisdiction of courts at Faridkot only.

First Party
Signature
Name:
Designation
Witness

1. _____

Dated:

Place:

Second Party
Signature:
Name:
Designation
Witness

1. _____

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Annexure-I

TECHNICAL BID COMPLIANCE STATEMENT

Name and Address of the applicant / firm _____

Specify whether Manufacturer/Dealer/Distributor: _____

Sr. No.	Particulars	Remarks
1.	Tender Fee of Rs.2360/- through online	Yes/No
2.	Tender Processing Fee as per the Punjab Govt norms.	Yes/No
3.	Earnest Money of Rs.15,000/- through online	Yes/No
4.	Technical Bid Compliance Proforma uploaded (Annexure-I).	Yes/No
5.	Whether an affidavit regarding Non-Black listing as per proforma given at Annexure-II duly attested by an Executive Magistrate or a Notary Public uploaded.	Yes/No
6.	In case the bidder is Authorized Supplier/Agency, the Authorization Certificate as per the Format given at Annexure-‘III’ uploaded.	Yes/No
7.	In case the Tenderer is Authorized Supplier/Agency, an undertaking/certificate issued by their Principal Manufacturer/Supplier that in case dealership/distributorship is withdrawn after supply then the Principal Manufacturer/Supplier will be responsible for supply of Medical Oxygen and other Medical Gases till the completion of Rate Contract (Annexure – ‘IV’) uploaded.	Yes/No
8.	Details of Bank Account for refund of EMD (Annexure – V) uploaded.	Yes/No
9.	Price Bid in the prescribed format (Annex – VI).	Yes/No
10.	Copy of Certificate of Registration for service Tax/TIN/TAN/PAN/ GST uploaded.	Yes/No
11.	A certificate from C.A. regarding Annual Turnover with Balance Sheet for the last 3 (three) financial years i.e. 2017-18, 2018-19 and 2019-20 uploaded.	Yes/No
12.	Copy of the IT Returns for three financial i.e. 2017-18, 2018-19 and 2019-20 uploaded.	Yes/No
13.	Certified copy of Valid Drug License and other required certificates	Yes/No
14.	Fax Number	
15.	E-mail ID	

Signature & seal of bidder

Place:

Date :

Annexure-II

(To be furnished on non-judicial stamp paper worth Rs.100/- duly attested by Executive Magistrate or Notary Public).

AFFIDAVIT

I/We _____ partner/sole proprietor (Strike out which is not applicable) of (Name & Address of Firm) _____ do hereby declare and solemnly affirm:-

- a) That the individual/firm/ companies are **not debarred or black- listed** by any department of Union/ State Government or any autonomous institute.
- b) That no partner or shareholder, directly or indirectly connected with the applicant has been debarred or blacklisted by any department of Union Govt./State Govt./Autonomous Institute.
- c) And that the terms and conditions for signing Rate Contract for supply of Medical Oxygen and other Medical Gases at GGSMCH, Faridkot, are acceptable to me/us. I/We shall abide by them in letter and spirit.

Date:

Place:

DEPONENT

VERIFICATION

I/We do hereby solemnly declare and affirm that the above declarations are true and correct to the best of my/our knowledge and beliefs. No part of it is false and nothing has been concealed therein.

Date:

Place:

DEPONENT

Annexure- III

MANUFACTURER’S/PRINCIPAL’S AUTHORIZATION FORM

TO

The Registrar
Baba Farid University of Health Sciences,
Faridkot -151203

Ref. No.....

Dated:

Sub: Authorization Certificate in favour of M/s..... for signing Rate Contract for supply of Medical Oxygen and other Medical Gases at GGS Medical College & Hospital, Faridkot.

We, M/s....., who are established and reputable manufacturers of **Medical Oxygen and other Medical Gases** having factory(ies) at and hereby authorize M/s.....(name and address) to bid, negotiate and conclude the Tender formalities with you against Tender No..... for the signing Rate Contract for supply of Medical Oxygen and other Medical Gases manufactured by us.

No company or firm or individual other than M/s..... are authorized to bid, negotiate and conclude the tender formalities in regard to this business against this specific tender.

We, hereby extend our full guarantee and warranty as per the conditions of tender for the goods offered for supply against this tender by the above firm.

Yours faithfully,

(Name)

For and on behalf of M/s_____ (name of manufacturer/Principal)

Note: This letter should be signed by a person competent and having authority to sign on behalf of manufacturer, and should be on manufacturer Letter Head.

UNDERTAKING BY MANUFACTURER'S/PRINCIPAL'S

TO

The Registrar
Baba Farid University of Health Sciences,
Faridkot -151203

Ref. No......

Dated:

Sub: Undertaking for continued supply of Medical Oxygen and other Medical Gases

We, M/s....., who are established and reputable manufacturers of Medical Oxygen and other Medical Gases have authorized M/s..... ..(name and address) to bid, negotiate and conclude the Tender formalities with you against Tender No..... for the signing Rate Contract for supply of Medical Oxygen and other Medical Gases.

Further, we undertake that in case dealership/distributorship is withdrawn after signing Rate Contract then we will be responsible for supply of Medical Oxygen and other Medical Gases till the expiry of Rate Contract.

Yours faithfully,

(Name)

For and on behalf of M/s _____
(name of manufacturer/Principal)

Note: This letter should be signed by a person competent and having authority to sign on behalf of manufacturer, and should be on manufacturer Letter Head.

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Annexure- V

Details of Bank Account of the firm who has deposited EMD

Name of the firm: _____

Sr. No.	Particulars	Detail
1.	Account No.	
2.	Name of Bank	
3.	Branch Name	
4.	IFSC Code of Bank	
5.	Name of Operator	

PRICE BID

TO BE UPLOADED
IN EXCELL SHEET AVAILABLE ON THE E-PROCUREMENT PORTAL ONLY