

OFFICE OF THE PRINCIPAL, S.N. MEDICAL COLLEGE, AGRA-282002

Phone: 0562-2260353, Fax: 0562-2260965

No. S.P.S./2023-24/ 9164-66

Dated : 24/7/23

To,

**The Director of Information,
Department of Information & Public Relations,
(C) Department U.P.,
Lucknow.**

Subject : e-Tender notice.

Dear Sir,

Kindly find enclosed herewith the Short Term e-Tender Notice with the request to get it published in following Hindi & English dailies on two consecutive dates.

Encls: As Above with 6 & CD.

Yours faithfully,

Principal,
S.N. Medical College, Agra

Copy to following for information and necessary action please:

- 1- Account Section, Principal Office, S.N. Medical College, Agra.
- 2- Officer In-charge-Website, S.N. Medical College, Agra with request to upload the tender notice on college website www.snmcagra.ac.in.

Principal,
S.N. Medical College, Agra

S.N. Medical College & Hospital, Agra

पत्र संख्या-एस0पी0एस0 / 2023-24 / 255

दिनांक- 24/7/23

ई-निविदा सूचना

सरोजिनी नायडू मेडिकल कालेज, आगरा में वित्तीय वर्ष 2023-24 के अन्तर्गत प्रतिष्ठित/अनुभवी एवं मान्यता प्राप्त फर्मों से एस0एन0मेडिकल कालेज आगरा में मेडिकल गैस की आपूर्ति हेतु ई-निविदायें ई-टेण्डर प्रणाली हेतु अधिकृत वेबसाइट <http://etender.up.nic.in> के माध्यम से आमंत्रित की जाती हैं।

निविदा में अंकित बयाने की धनराशि की एफ0डी0आर0 जो किसी शिड्यूल्ड कॉमर्शियल बैंक की बनी हो अथवा पोस्ट आफिस की एन.एस.सी. (डी0डी0, बैंकर चैक, पे आर्डर मान्य नहीं) जो प्रधानाचार्य, सरोजिनी नायडू मेडिकल कालेज, आगरा के पक्ष में बन्धक हो, निविदा के साथ स्कैन कापी अपलोड करें। बयाने की धनराशि की एफ0डी0आर0/एन0एस0सी0 तथा टेण्डर फीस का डिमाण्ड ड्राफ्ट मूलरूप में टैक्नीकल बिड खुलने की तिथि से पूर्व कार्यालय प्रधानाचार्य, एस0एन0 मेडिकल कॉलेज, आगरा में पंजीकृत डाक से जमा कराना अनिवार्य है। डाक विलम्ब के लिए निविदादाता स्वयं जिम्मेदार होंगे। निविदा की तिथियों का विवरण निम्न प्रकार है।

Published Date	03-08-2023 06:00 PM	Bid Opening Date	24-08-2023 02:00 PM
Document Download / Sale Start Date	03-08-2023 06:00 PM	Document Download / Sale End Date	23-08-2023 02:00 PM
Bid Submission Start Date	03-08-2023 06:00 PM	Bid Submission End Date	23-08-2023 02:00 PM

यदि निर्धारित तिथि में कोई कार्यदिवस पर अवकाश घोषित हो जाता है तो अगले कार्यदिवस को बिड खोली जायेगी। विशेष परिस्थितियों में निविदा तिथि में परिवर्तन भी किया जा सकता है। प्रधानाचार्य को बिना कारण बताये निविदा स्वीकार अथवा अस्वीकार करने का अधिकार होगा।

क्र0 स0	निविदा का नाम	ब्याने की राशि (रु0)	निविदा फार्म का मूल्य (रु0) जी0एस0टी0 सहित	जमानत की धनराशि (रु0)
1	Supply of Medical Gases	2,00,000.00	1180.00	स्वीकृत दर का 10 प्रतिशत


प्रधानाचार्य,

एस0एन0 मेडिकल कॉलेज, आगरा

S.N. Medical College & Hospital, Agra

E-TENDER NOTICE SUPPLY OF MEDICAL GASES

Sealed offer are invited in Two bid system (1) **Technical Bid** in two Parts (1-A) Checklist (Essential Documents) (1-B) Technical details (catalogue etc.) (2) **Price Bid** from reputed & genuine manufacturers/ importers only, for executing a rate contract for a period of three years for following category:-

Name of e-tender	e-tender fee (Rs.)	Date of availability of e-tender document	Last Date of receipt of e-tender	Opening date of e-tender	E.M.D. Amount Rs.	Estimated contract value in Rs.
Supply of Medical Gases	Rs.1180 with GST (Non-refundable)	From 03-08-2023 6:00 PM to 23-08-2023 02:00 PM	23-08-2023 02:00 PM	24-08-2023 02:00 PM	2,00,000/-	1 crore

1. Eligibility of e-tenders:

- The e-tenderer should have five years' experience of manufacturing of Medical Gases and its supply;
 - The e-tenderer should have annual turnover of Rs. 4 Crore per annum in the supply of Medical Gases in preceding three years i.e. for 2020-21, 2021-22 and 2022-23. (Experience: Experience certificate issued by Head of the Institution should be annexed with e-tender)
- All tender forms duly filled along with tender fee of Rs.1000/- + 18% GST =Rs.1180/- (Nonrefundable) through Demand Draft and EMD to be deposited in favour of Principal, S.N. Medical College, Agra before the last date by post only. The requisite proof of deposit to be submitted online in the First part of the tender. No tender form shall be accepted by hand/courier. Incomplete tender in any respect shall be summarily rejected.
 - The **Technical bid shall be opened online** at the date, time and place given hereinabove, in the presence of the Tenderers or their authorized representative who want to be present there, and in the event of the above said date, being declared a holiday, it shall be opened at the same, time and place on the next working day.
 - The Financial bid of bidders who are declared successful in the technical evaluation will be opened online.
 - E-tender Forms not accompanied by E-TENDER FEE, EMD, Technical Bid and Financial Bid shall summarily be rejected, and technical evaluation of such Tenders will not be done.
 - Principal reserves the right to cancel or reject in full or in part of all tenders received without assigning any reason in lieu thereof.
 - The Firms which are registered under Startup or MSME shall be given concession as per rules only after they submit the required documents.


PRINCIPAL

S.N. Medical College & Hospital,
Agra

S.N. Medical College & Hospital, Agra

IMPORTANT

The e-tenderers are advised to go through the following five sections carefully before filling up the Technical Bid (Part-A) and Financial Bid (Part-B).

Sections	Particular	Pages nos.
I.	Instructions to e-tenderer	4-6
II.	General Terms and Conditions for the Successful e-tenderer and Performance Indicator	7-11
III.	Special terms & conditions and Scope of work for supply of Medical Gases	12-13
IV.	Technical Bid (Part - A)	14-15
V.	Financial Bid (Part - B)	16
VI.	Annexure-I	17
VII.	Annexure-II	18

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S.N. Medical College & Hospital, Agra

SECTION-I

Instructions to e-tenderer

- a. **Technical Bid and Financial Bid of tender document must be submitted online in the e-tender portal.**
- b. The Technical Bids would be opened online at the date, time and place given in Tender Notice. All the tenderers or their authorized representatives are advised to attend the opening of Technical Bids. In case of holiday, the same will be opened on the next working day at the same time and place.
- c. The Financial bid of bidders who are declared successful in the technical evaluation will be opened online.

Broadly instructions to e-tenderers are as follows:-

The e-tender is non-transferable.

The e-tenderer should be registered as a Society, Firm or Company. Proprietary Firms are also eligible.

Experience

- (a) The e-tenderer should have five years' experience of manufacturing of Medical Gases and its supply;
- (b) The e-tenderer should have annual turnover of Rs. 4 Crore per annum in the supply of Medical Gases in preceding three years i.e. for 2020-21, 2021-22 and 2022-23.

Experience and satisfactory work experience certificate, issued by Head of the Institution, should be annexed with e-tender.

The e-tenderer submitting their e-tender would be deemed to have read and accepted all the terms and conditions of e-tender. No verbal or written enquiries shall be entertained in respect of acceptance or rejection of the e-tender.

Only proprietor will sign the e-tender document in case of a Proprietary Firm. In case of a Partnership firm authorized partner of the firm shall sign the e-tender documents and attested copy of authorization of such partner shall be enclosed with e-tender. In case of a Company the e-tender documents shall be affixed with the seal of the company and signed by such person / persons as may be authorized by the articles of associations of the company and/ or a resolution of the Board of Principals thereof to sign for and on behalf of the company and duly attested copy of the resolution shall be enclosed with e-tender. The cancellation of any document, such as, power of attorney, partnership deed, etc. shall immediately be communicated by the e-tenderer (s) to the Institute in writing, failing which the Institute shall have no responsibility or liability of any action, taken on the strength of the said documents.

Only Proprietor will sign the Agreement in case of Award of e-tender to a Proprietary Firm, however in cases of Partnership Firm/Company only legally authorized person will sign the Agreement.

The schedule of rate (s) and quantities should be carefully and properly filled in. All rates should be mentioned in words as well as in figures. Please note NO Corrections, alterations and overwriting in the Financial Bid will be allowed.

Subletting of contract is strictly prohibited.

All the pages of the e-tender documents and supporting documents, annexure/enclosures etc. must be numbered serially, signed and stamped by the e-tenderer and mention the total number of pages on the Technical bid.

Only mandatory information and details are required to be provided with the e-tender document. If the e-tenderer desires to provide additional information, the same may be provided separately on A-4 size white paper with proper indexing.

Irrespective of the number, only those e-tenderers who successfully qualify in the Technical Bid will be allowed to participate further in the e-tendering process.

S.N. Medical College & Hospital, Agra

members includes only Parents, Spouse, Sons, Daughters and dependent brothers and Sisters.

All letters posted to the successful e-tenderer on the address given in e-tender will be considered to have been delivered. Accordingly prospective e-tenderers are advised to write their full & correct postal address.

In the event of withdrawal by e-tenderer before the validity of offer, Institute shall have right to forfeit the Earnest Money Deposit (EMD).

E-TENDER SHALL BE REJECTED IF:-

- Tenderer fails to deposit Tender Fee.
- Tenderer fails to deposit EMD with Technical Bid.
- Tenderers fail to submit their bids on e-tender portal
- Authenticity of any of the supporting document is found to be fabricated.
- Tender/bid is sent through courier service or deposited by hand.
- Tenderers try to influence any official of the S.N. Medical College & Hospital in any manner.
- Tenderer fails to submit Attested photocopy of Certificate of EPF & ESI Registration certificate, if applicable.
- Tenderer fails to submit the required information/document along with the tender as per the terms and condition of this Tender Document.
- Tender is found to be incomplete in any respect
- Tender is found to be conditional.
- The Institute reserves its right to cancel or reject in full or in part of all e-tenders received without assigning any reason in lieu thereof.

Instructions for Technical Bid

- (i) **EARNEST MONEY DEPOSIT (EMD):**
- (ii) Earnest money deposit of Rs. 200000.00 (Two Lacs) should be paid in the form of FDR /Bank Draft of a Scheduled Bank, drawn in favour of Principal, S.N. Medical College, payable at Agra. A scan copy of the draft shall be uploaded along with technical bid and the original draft shall be sent to the Principal before last date of **opening of technical bid** through speed post/Registered post only. The envelop should be super scribed with the name of work as **'Supply of Medical Gases'** The earnest money will be refunded to unsuccessful bidders within three months of finalization of tender. The earnest money may be returned back to the Successful Tenderer, after receipt of Security Deposit before signing of the Agreement.
- (iii) e-tenderer should furnish the balance sheets for preceding two financial years duly certified by the chartered accountant showing turnover of the business as stipulated in the e-tender document.
- (iv) Duly self-attested Copy of PAN/GST/GST, as applicable, is required to be submitted.
- (v) An affidavit duly certified by a Notary that the firm or proprietary concerned or company have never been blacklisted on the format given at Annexure-I.
- (vi) An affidavit duly certified by a Notary that there is no ongoing criminal case /vigilance enquiry/labour disputes against the firm/ Partners/ proprietor/ Principal of the company and he/she has never been convicted or punished by any Hon'ble Court of Law on the format given at Annexure -II.
- (vii) Copy of Bank Passbook or Statement of Bank Account from Bank for last six months.
- (viii) Attested photocopy of Certificate of EPF & ESI Registration should be submitted along with the code number.
- (ix) Attested photocopy of Certificate of Service Tax registration should be submitted along with number.

S.N. Medical College & Hospital, Agra

Instructions for Financial Bid

- (i) The tenderer should quote the "offered" amount in figures, as well as, in words in the format prescribed for Financial Bid in Section-V. In case of discrepancies in quoted rate between "figure" and "words" rate quoted in "words" shall prevail.
- (ii) The tenderer should ensure that the amounts are written in such a way so that interpolation is not possible. No blank spaces should be left.
- (iii) Break up/Details of Govt. tax & Levies, and as applicable must be provided.
- (iv) Tenderers must specify the GST to be paid by College, if applicable, failing which their Bid shall be rejected.

[Handwritten signatures and initials in blue ink]

S.N. Medical College & Hospital, Agra

SECTION-II

GENERAL TERMS AND CONDITIONS FOR SUCCESSFUL E-TENDERER AND PERFORMANCE INDICATOR

1. (a) Only Proprietor will sign the Agreement in case of Award of e-tender to a Proprietary Firm, however in cases of Partnership/Company only legally authorized person will sign the Agreement.
(b) The Successful e-tenderer have to open a current/saving bank account with any nationalized bank in Agra within a week time and intimate the A/C no. to the Principal.
2. **THE SUCCESSFUL E-TENDERER DELIVERABLES**
 - a. The Successful e-tenderer shall be responsible for providing Services in the designated area during the time in the day and night as specified for particular area. (Deptt of Emergency, TBCD, MCH Block, Pediatrics, Ophthalmology, Medicine building, Surgery & Allied building, Storage area of the College)
 - b. The Services shall be provided through qualified and experienced personnel for particular service.
 - c. The Successful e-tenderer shall be responsible for issuing the identity card with name and address only with employer name printed on the card to the personnel engaged for providing the Services.
 - d. Whenever and wherever the Services are disrupted because of absenteeism of human resource, the Successful e-tenderer should have the backup plan and human resource to avoid any disruption to the Services.
3. **Performance indicator:**
 - (i) **Performance will be judged on following parameters –**
 - a. Status and quality of task performed.
 - b. Number of breakdowns in the Services.
 - (ii) **The cost of service will include:**
 - a) Manpower cost per unit of Services.
 - b) Other expenditures cost.
 - c) The Successful e-tenderer charges.
 - d) Government levies.
4. **RESPONSIBILITIES OF THE SUCCESSFUL E-TENDERER:**
 - a. The Successful e-tenderer shall be liable to provide the Services as provided in Section-III. The Successful e-tenderer shall be liable to provide such Services on all working days/shifts and even on holidays.
 - b. The Successful e-tenderer shall be liable to provide speedy and competent services as per the performance benchmark and shall also be liable to deploy the required number of personnel to this effect.
 - c. The personnel engaged or to be engaged by Successful e-tenderer shall be employees of the Successful e-tenderer and there shall not be any relationship with the Institute, including employer-employee relationship. These personnel shall have no claim whatsoever, to be treated as employees of the Institute. In the event any such claims made by the personnel of the Successful e-tenderer on the Institute, the Successful e-tenderer shall be wholly responsible and Successful e-tenderer shall indemnify the Institute against any such claims, either monetary or otherwise.
 - d. Successful e-tenderer shall be fully responsible for any accident or mishap involving personnel engaged by him and any claim made on this part will be paid by the Successful e-tenderer. The Successful e-tenderer shall indemnify the Institute from any claims arising out of accidents or mishaps, disabilities of any nature or death, or arising out of provisions under law or of any other nature in respect of all workers engaged by Successful e-tenderer.

S.N. Medical College & Hospital, Agra

- e. In case the Successful e-tenderer fails in fulfilling the obligations fully and in time, the Institute shall have the absolute right to take up the work at the Successful e-tenderer's cost and risk and recover all such expenses from the amounts due to the Successful e-tenderer including their Security Deposit.
 - f. The Successful e-tenderer shall be responsible for the conduct of his personnel and in case of any complaint against any staff; the Successful e-tenderer shall be under obligation to suitably punish such personnel when instructed orally or in writing by the Nodal Officer. The Successful e-tenderer shall observe all the laws and shall be responsible for any prosecution or liability arising from breach of any of those laws. The Institute shall not be held accountable and responsible on this head with regard to staff on the rolls of the Successful e-tenderer whatsoever.
5. **CONSIDERATION/ COMPENSATION:**
- a. In consideration of the Successful e-tenderer rendering the aforesaid Services, the Institute shall pay to the Successful e-tenderer a consideration amount of Rs. xxx. The Successful e-tenderer shall submit monthly bill to the Institute for the Services rendered by the Successful e-tenderer in preceding month.
 - b. The Successful e-tenderer shall submit bills complete in all respect in the first week of every month, subject to any clarification, dispute and difference, the Institute agrees to settle the bills raised by the Successful e-tenderer within 30 days from the date of receipt of bills along with proofs of payment under statutory obligation.
 - c. If at any later date, it is found that the information, documents and certificates submitted by the Successful e-tenderer/Contractor are wrong / forged / fake/ false or manipulated, e-tender/ Contract shall be cancelled and EMD/Security deposit with the Institute shall be forfeited without any claim whatsoever against the Institute. If at any time it is also found that any type of liability/ responsibility fixed on the Institute or its employees by any Government or local bodies regarding the e-tender/contract, the total responsibility will have to be borne by the e-tenderer/ Contractor.
6. **COMPLIANCE OF LABOUR STATUTES:**
- a. The Successful e-tenderer shall comply with all the statutes pertaining to Labour Laws which is in force at present or which may come into force in future.
 - b. It will be the sole responsibility of the Successful e-tenderer to abide by the provisions of all Labour Laws as to the workers engaged by him for performance of the contract.
7. **CONTROL & SUPERVISION OF SUCCESSFUL E-TENDERER'S PERSONNEL**
- a. In the event of the work carried out by the Successful e-tenderer or its personnel is not found satisfactory, the Successful e-tenderer upon advice from the Institute shall immediately take necessary steps so as to provide prompt and effective services, as per agreed terms.
8. **DAMAGES TO PERSON & PROPERTY -**
- a. The Successful e-tenderer shall ensure that the Institute shall in no way be held responsible or liable to meet any claim of the personnel by the Successful e-tenderer against any accident and injury etc. suffered by the personnel of Successful e-tenderer.
 - b. The Successful e-tenderer shall indemnify the Institute at all times against all claims for compensation under the provision of any law for the time being in force or in respect of any personnel employed by the Successful e-tenderer in carrying out the contract and against all costs and expenditures incurred by the Institute in connection therewith.
 - c. The Institute shall be entitled to deduct any amount due for such claims including costs and expenses in connection with such claim from the money payable by way of consideration as aforesaid.
 - d. In case of any lapse default and negligence, fraud etc. on the part of the Successful e-tenderer or its personnel due to which the Institute suffered any loss, the

S.N. Medical College & Hospital, Agra

Successful e-tenderer shall be responsible to indemnify the loss and damages to the Institute. However Institute will be at liberty to recover such losses from him.

9. **Miscellaneous Liability/Responsibility:**

- a. The Successful e-tenderer shall not divulge any confidential information and shall ensure that he has been granted license by the Institute to enter the premises only for the purpose of carrying out the contractual obligations and not for any other reasons and purpose. It is specifically made clear to the Successful e-tenderer that such license is valid only during the subsistence of the contract and such license shall not be construed to confirm any right on the Successful e-tenderer and or for its personnel, including the right to tenancy, sub-tenancy etc.
- b. Any financial liability arising to the Institute under the contract shall be deducted from the bills of the Successful e-tenderer and if the full amount is not recovered then the same shall be recovered from the security money of the Successful e-tenderer.
- c. The Principal of the Institute or any officer authorized by the Institute may review or ascertain and enforce due and proper observance of the laws and rules and regulations. The officer so authorized by the Institute or the Principal of Institute may investigate into any complaint regarding default in terms and conditions of e-tender/Agreement committed by the Successful e-tenderer.
- d. No party shall be allowed to be represented by legal expert during any investigation, enquiry, appeal or any other proceeding by or before any officer of the Institute against the Successful e-tenderer.

10. **VALIDITY OF E-TENDER: -**

The initial validity of the offer is 90 days from the date of opening of the technical bid. On the request of the Institute the Successful e-tenderer shall increase the validity period subject to maximum 90 days.

11. **COMMENCEMENT OF WORK:-**

The Successful e-tenderer is required to sign the Agreement and start the work within seven days from signing of the Agreement. In case it is found that the work has not been taken up within seven days from the date of signing the Agreement, the Institute at its sole discretion may cancel the same and forfeit the earnest money deposit or Security Deposit, as the case may be.

12. **PERIOD OF CONTRACT AND ITS RENEWAL:-**

The contract will be awarded for a period of 03 years from the date of execution of Agreement. Initially the contract may be for a period of one year. Thereafter, the contract shall be renewed yearly on the receipt of satisfactory performance report and recommendation for the same, on the written request of the contractor three months before the expiry of the contract or its renewal as the case may be. Each renewal of contract shall be made on the same terms and conditions on which initial agreement is entered into. However, the successful e-tenderer has to continue the work till the time new arrangement is made by the Institute; otherwise the Institute will forfeit the Security Deposit.

13. **PAYMENT:-**

Payment shall be released against submission of monthly bills in duplicate by the Successful e-tenderer for satisfactory performance of work, which shall be certified by the officer designated by the Institute for the said purpose.

14. **TAXES AND DUTIES:-**

- (i) TDS like GST, Turnover tax, Income tax etc. and other statutory levies as applicable from time to time will be deducted from the bills of the Successful e-tenderer.

S.N. Medical College & Hospital, Agra

15. SECURITY DEPOSIT: -

10% of the contract value shall be submitted by the Successful e-tenderer as security deposit in the form of Bank Guarantee of any Scheduled Bank, in favour of Principal S.N. Medical College for a period of 42 months within 15 (Fifteen) days from the date of award of bid by the Institute, which shall be refunded over after six months expiry of the contract or its termination, whichever is earlier as the case may be, after adjustment of all dues of the Institute for damages of any kind if any. The Institute shall be entitled to claim/adjust any due amount from the said Security Deposit.

16. NOTICE PERIOD FOR ABANDONMENT OF CONTRACT:-

Neither party shall be entitled to abandon the contract during initial period of one year. However if after one year the contract is renewed either party shall be entitled to abandon the contract after serving three-month notice in writing to the other party regarding abandonment of contract. However, the Successful e-tenderer given the contract shall have to continue the work even after expiry of the notice period till an alternative arrangement is made by the Institute.

17. TERMINATION OF AGREEMENT:

After giving opportunity of being heard to the Successful e-tenderer, Institute may terminate/cancel the Agreement on the following grounds:-

- I. Breach of any or all terms and conditions of the Agreement.
 - II. Non-performance or unsatisfactory performance of work executed by the Successful e-tenderer.
 - III. If at any time document or information furnished with e-tender is found forged or fabricated during the subsistence of the contract.
 - IV. The Successful e-tenderer fails to maintain adequate records of its activities as refuses access to the Institute, to such records.
 - V. The Successful e-tenderer submits to the Institute materially false or incorrect reports.
 - VI. The Successful e-tenderer fails to observe agreed service standards or fails to provide Services in conformity with Institute instructions.
 - VII. The presentations and declarations made by the Successful e-tenderer before entering into the Agreement with regards to its performance of Services, functions etc., are found to be false and misleading.
 - VIII. The Successful e-tenderer goes into liquidation or is wound up or dissolutions proceedings are initiated.
 - IX. If liquidator or Receiver is appointed to take possession of undertaking, business or assets of Successful e-tenderer.
 - X. Changes in the Ownership or Management of the Successful e-tenderer.
- Notwithstanding to any provision of the contract, if the contract is terminated by the Institute, and the Institute has to award the work to other party on higher rate, the Successful e-tenderer has to compensate the difference of cost for entire remaining period of contract to the Institute.

18. ASSIGNMENT -

Successful e-tenderer shall have no right to assign, transfer or sublet the Contract arising out of this e-tender.

19. GOVERNING LAW -

The law of India shall apply to the Contract arising out of e-tender.

The Courts of Agra shall have exclusive jurisdiction in all matters arising out of the contract.

S.N. Medical College & Hospital, Agra

20. ACTS OF GOD & OTHERS -

Neither party of the Agreement shall be responsible for any delay in performance of any terms and conditions hereunder to the extent delay is caused by fire, explosion, war, act of God or any other cause beyond their control.

21. SETTLEMENT OF DISPUTE AND ARBITRATION:-

- (i) In the event of any dispute or difference between the parties relating or concerning to the interpretation of the contract or any alleged breach thereof or any matter relating to the contract, the same shall be settled by the parties as far as possible by mutual discussions and consultation between themselves. The dispute shall be so settled whether the same has arisen during the subsistence of the contract or thereafter.
- (ii) In the event of any dispute or differences arising in connection with the Agreement whether during the subsistence of the contract or thereafter not being settled in aforesaid manner, the matter shall be referred to the Principal S.N. Medical College & Hospital, Agra or his nominee for arbitration whose decision shall be final and binding on the parties. The proceedings before the arbitrator would be governed by the provisions of the ARBITRATION AND CONCILIATION ACT, 1996. Place of arbitration shall be Agra.
- (iii) During the proceedings of any in house investigation or inquiry it shall not be open to either of the parties to be represented through a lawyer.

22. SPECIAL CONDITION: -

Notwithstanding anything contained in this e-tender Document, Special Terms and Conditions mentioned in **Section-III** shall prevail over the General Terms and Conditions mentioned in **Section-II** of this e-tender Document.

Successful e -tenderer shall be responsible for uninterrupted supply of Oxygen to this institute for 24 Hours or for any other emergency or for Covid -19 purpose. Besides they are also supposed to keep adequate quantity of Liquid Oxygen/Oxygen in reserve, in case it's supply is disrupted for some unforeseen reason.

23. STAMP DUTY:-

Stamp duty livable on Agreement shall be borne by the Successful e-tenderer

ACCEPTANCE

I ----- son of ----- resident of -----
-----who is Proprietor/Partner/ Principal of M/s-----
----- have read and understood the contents of the foregoing paragraphs with sound mind and without any pressure from any quarter. If any document or information furnished with e-tender is found forged or fabricated at any time, the Institute has full right to forfeit my/our EMD and Security Deposit and cancel the agreement.

I am putting my signature and seal of the organization, as a token of acceptance to the above.

Signature.....
Name.....
Designation.....
Seal.....

Date
Place

S.N. Medical College & Hospital, Agra

SECTION- (III)

SPECIAL TERMS & CONDITION AND SCOPE OF WORK FOR SUPPLY OF Medical GASES

The Grand Total would be the result of multiplication of column C & D of FINANCIAL BID- PART -B and e-tenderer quoting lowest rate would be declared as successful, subject to fulfilling other criteria, terms & conditions of the e-tender and negotiation, if required.

1. **PAYMENT:**

The payment for the supply of Medical Gases shall be made directly to the Successful e-tenderer within 30 days on presentation of pre-receipted bill/invoice in duplicate for each supply in all respects. Pre-receipted bill/invoice shall be certified by the Nodal Officer or any other officer designated by the Institute for the said purpose.

2. **PENALTY**

In case the successful e-tenderer fails to supply the medical gas by the due date of supply order, INSTITUTE will levy penalty @ 1% of the value of the Medical Gas to be supplied against supply order for late delivery for each week or part thereof subject to the maximum of 10% of the value of the Medical Gas to be supplied against supply order.

3. **OTHER TERMS & CONDITIONS**

- i. The successful e-tenderer should enclose attested copy of certificate issued by Explosive Department of Government of India, Nagpur for production/ manufacturing of Medical Gases and filling of compressed gases etc. under the various Acts.
- ii. Payment shall not be made for entire quantity of gas of a cylinder if there is loss of gases due to defective valve/spindle. It shall be the responsibility of the e-tenderer to ensure that cylinders with defective valves/spindle are not supplied.
- iii. The Institute in no case will pay any charges for the damage of spare parts of cylinders during transportation by the Successful e-tenderer. Spare parts, if any required to be replaced, shall be replaced by the Successful e-tenderer for cylinders at his own cost. The Successful e-tenderer will replace spare parts of institute's cylinders free of cost, if damaged during transportation.
- iv. If at any stage, it is found that the successful e-tenderer has not used the standard compatible spares for repair of Institute's cylinders, it will be the duty of the e-tenderer to remove all such spare parts, within seven days of inspection, failing which penalty of Rs. 1000.00 (one thousand) per cylinders shall be levied by the Institute on the Successful e-tenderer.
- v. The successful e-tenderer should have in-house facility for testing/ trace impurities in PPM/PPB range for CO, NO, polymers and SO₂, argon etc.
- vi. The Successful e-tenderer shall have to supply the medical gas in the cylinders which are available in the hospital of the Institute. However, any additional requirement of various types of cylinders will have to be met by the Successful e-tenderer.
- vii. No rental charges will be payable to successful e-tenderer for holding of cylinder.
- viii. Each and every supply would be inspected by the officer In-charge medical gases appointed by the Medical Superintendent/Chief Medical Supdt. Officer In-charge reserves the right to **Reject/Replace** the supply, if any fault is found in any of the supply.
- ix. The Successful e-tenderer shall further invariably record a certificate on each bill with the context that supply of medical gases made through this bill are fit for medical uses on human beings in all respects and confirm to that of the prescribed International Standard.

S.N. Medical College & Hospital, Agra

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- Top center: k
 - Left side: $\frac{AB}{\text{wavy line}}$
 - Bottom left: ϕ
 - Right side: $\frac{Q_{max}}{I_{cr}}$

S.N. Medical College & Hospital, Agra

SECTION- (IV) **TECHNICAL BID-PART-A** **SUPPLY OF MEDICAL GASES**

S.N.	PARTICULARS	DETAILS	PAGE NO.
1.	Name of the e-tenderer (In Block Letters)		
2	Type of Firm Proprietorship/Partnership firm/Pvt. Ltd., /Company/Society		
3	Name of Firm with Complete Address with PIN code (Please also mention Telephone No., E-mail and Fax No.)		
4	Name and Address of the person legally authorized to sign. Agreement, in case of partnership firm/company. (Please also mention Telephone No., E-mail and Fax No.)		
5	Local Address: (Please also mention Telephone No., E-mail and Fax No.)		
6	Experience: i. The e-tenderer should have five years experience of manufacturing of Medical Gases and its supply; ii. The e-tender should have annual turnover of Rs.400 lacs per annum in the supply of Medical Gases in preceding three years i.e. for 2020-21, 2021-22 and 2022-23 iii. Experience: Experience certificate issued by Head of the Institution should be enclosed with e-tender		
7	Earnest Money Deposit (Rs. Two Lacs) DD/BD No. Date Banker Name		
8	Attested copy of Registration Certificate of Service Tax		
9	Valid PAN/GST Certificate.		
10	Attested copy of Registration Certificate of EPF		
11	Attested copy of Registration Certificate of ESI		
12	Details of Bank Passbook/Statement of Bank A/C for last six months		
13	Valid Explosive Certificate Issuing Authority Date of its Expiry		
14	Valid Drug License Issuing Authority Date of Expiry		


S.N. Medical College & Hospital, Agra

15	Valid License to store compressed Gas Issuing Authority Date of Expiry		
16	Financial capacity of the e-tenderer (enclose balance sheet for the last two years i.e. 2021-22, 2022-23, certified by Chartered Accountant on separate sheet.		
17	An affidavit duly certified by a Notary that the e-tenderer has never been black listed.(Annexure-II at page. 27)		
18	An affidavit duly certified by notary that there is no ongoing Police Case/Criminal case/ Vigilance inquiry/Court case/Labour disputes against the firm/Partners/Proprietor/ Principal or CEO of the company and he/she has never been convicted or punished by any Hon'ble court of Law. (Annexure-III At Page.28)		
19	Copy of resolutions is submitted for authorization of signatory to sign the e-tender along with name and designation.		
20	List of Hospitals with complete address where supply is made (Enclose copies)		
21	Details of all enclosures on notarized affidavit.		
22	Total number of pages of e-tender documents, annexure and enclosures.		
23	Medical Gas supplier unit should be within 100 km for operation efficiency.		
24	Warehouse should be within 100 Km from the Institute (Documentary Prof to be given)		

Note: All the pages of e-tender documents and its enclosures must be numbered and signed with stamp.

1. I/We have read and understood and agree the terms and conditions and will adhere to and abide by the same.
2. I/we also declare that, I/we will abide by all the rules and regulation of if empanelled. I/we are also aware that the Principal of the Institute reserves his right to cancel my/our empanelment in part or full without assigning any reason, whatsoever, and for the same, I/we will have no right to challenge the same in any Court of Law.
3. I/we have offered rates for all the gases mentioned in financial bid part-B

(Signature of the e-tenderer (s)
With seal



S.N. Medical College & Hospital, Agra

SECTION- (V) FINANCIAL BID- PART -B (Supply of Medical Gases)

Sl no	Type of Cylinder	Unit	Minimum Quantity required per annum.	Net Rate of gas inclusive of all charges (rental charges, transportation charges, all taxes. etc) per M3/Cyl./kg	Total F.O.R Gas Plants (C x D)
	A	B	C	D	E
01	MEDICAL OXYGEN				
	A- Type	Cyl (cap-0.34 M3)	20		
	B- Type	Cyl (cap-0.623M3)	6000		
	D- Type (Bulk)	Cyl (cap-1.5 M3)	3000		
02	NITROUS OXIDE				
	A- Type cylinder	Kg	120		
	B- Type Cylinder	Kg	10		
	D- Type (Bulk)	Kg	220		
03	CORBON DIOXIDE				
	B-Type	KG	10		
	D-Type (Bulk)	KG	25		
04	MEDICAL AIR	Meter cube	50, As & when required		
05	LIQUID N TROGEN	Kg	05, As & when required		
06	CALIBRATION GASES Conc;Oxygen-15.8% Carbon dioxide - 4.6% Nitrogen - Balance	CYL (Cap- 1.3M ³)	02		
07	ARGON GAS	Meter cube	05, As & when required		
GRAND TOTAL					

NOTE: -

- (i) No over writing acceptable. .
- (ii) Rate to be quoted inclusive of all taxes and charges.
- (iii) Write amount in words & figures.
- (iv) Mandatory to provide a break up of offered rate for various charges (Rental charges of firm cylinder, transportation of cylinder, all taxes and other charges if any) and cost of valve of Gas Cylinder and charges for Hydraulic testing of all type of Gas Cylinder. In the separate (A- 4 size sheet) with the financial bid.
- (v) E-tenderer must quote his/her rates for all type of the gases given above failing which e-tender will be rejected.
- (vi) Financial Bid along with breakup charges must be sealed in separate envelope.
- (vii) The Grand Total would be the result of multiplication of column C & D and e-tenderer quoting lowest rate would be declared as qualified, subject to fulfilling other criteria of the e-tender and negotiation if required.

DATE
PLACE

(SIGNATURE OF THE AUTHORIZED SIGNATORY WITH SEAL)

S.N. Medical College & Hospital, Agra

Annexure - I

Technical Bid Part - A Affidavit

I ----- s/o ----- resident of -----
----- Owner/Partner/Proprietor/ Principal of M/s -----
----- having its registered office at ----- do
hereby solemnly affirm and declare the following: -
That our Firm/organization/company namely M/s -----
has never been black listed by any of our clients or by any government department.

Deponent

Verification

Verified at ----- on the ----- date ----- that the
contents of the above affidavit are true and correct to the best of my knowledge and
belief.

Deponent

[Handwritten signatures and initials in blue ink]

S.N. Medical College & Hospital, Agra

Annexure - II

Technical Bid Part - A **Affidavit**

I ----- s/o ----- resident of -----
----- Owner/Partner/Proprietor/ Principal of M/s -----
----- having its registered office at ----- do
hereby solemnly affirm and declare the following:-

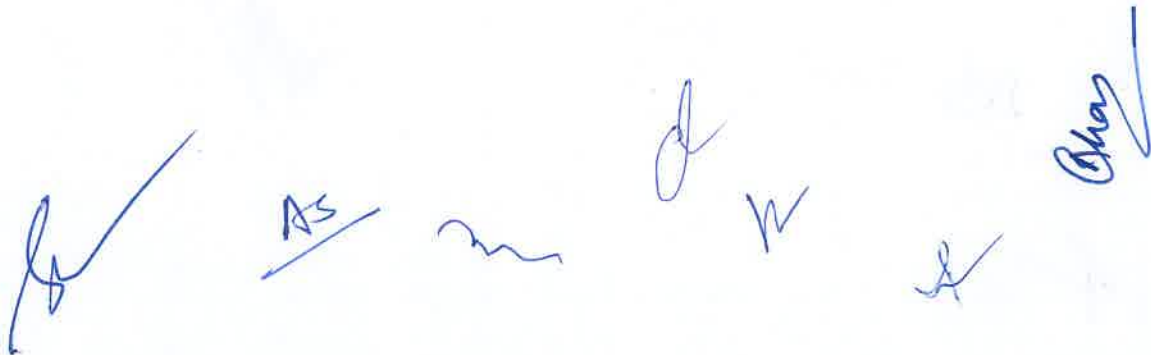
That there is no ongoing criminal case / vigilance enquiry / labour dispute
against the firm/organization/company or its owners/ partners/ proprietors/
Principals and he/she has never been convicted by any Hon'ble Court of law.

Deponent

Verification

Verified at ----- on the ----- date ----- that the
contents of the above affidavit are true and correct to the best of my knowledge and
belief.

Deponent

A series of seven handwritten signatures in blue ink, arranged horizontally. The signatures are stylized and vary in length and complexity, with some appearing as simple strokes and others as more elaborate cursive or semi-cursive marks.