

BHOPAL MEMORIAL HOSPITAL & RESEARCH CENTRE

Under Department of Health Research, Ministry of Health & Family Welfare,

Government of India

Raisen Bye Pass Road, BHOPAL – 462 038 (M. P.)

Ph. No. 2742212-16

Website: www.bmhrc.org.

NOTICE INVITING TENDER

Sealed Single bid tender is invited on behalf of Director, BMHRC from the original Manufacturers (Principal firms) or Authorized Distributors for supply of **Nitrous Oxide 17000 LTS (without stamping)** for **Two years** rate contract as under:

Sr. No.	Tender No.	Estimated Cost (Rs.)	EMD Cost (Rs.)	Sale of tender Document	Last date & Time for submission of tender	Bid opening Date & Time.
1.	BMHRC/PUR/SINGLE BID/LT/16-17/033	Approx 3.00 Lakh/Annum	6,000/-	20.03.2017 to 11.04.2017 at 02.00 PM	11.04.2017 at 02.00 PM	11.04.2017 at 03.30 PM

Details Specifications Terms & conditions are given in Tender document, which can be obtained from the Department of Purchase BMHRC, Bhopal against payment of non-refundable tender fee of **Rs.200**. The Tender document can also be downloaded from the official website of BMHRC www.bmhrc.org and tender document charges of **Rs.200** should be sent through separate Bank Draft along with Earnest Money otherwise application shall not be considered.

Director, BMHRC reserves the right to reject any or all tender without assigning any reason(s) there of.

Note: All subsequent corrigendum / Amendment shall be published on website and not in press. Hence participants are advised to always be touch with our said website until the tender/bid is finally opened.

Exemption from payment of EMD & Tender Fees- SSI units registered with NSIC under its single point registration scheme are exempted from payment of EMD & tender fee.

(Director In-charge)

Format of forwarding letter

FORWARDING LETTER (To be filled in by the tendering party in official letter head)

The Director,
BMHRC, Bhopal- 462 038

Tender No:- BMHRC/PUR/SINGLE BID/LT/16-17/033

Dear Sir,

With reference to the above Tender Enquiry I/We are submitting herewith our tender documents. The tender document is duly paginated and contains page No 1 to.....

1. I/We, the undersigned, hereby submit my/our tender for the Registration of firm/company for the supply of **Nitrous Oxide 17000 LTS (without stamping)** on **Two years** rate contract basis and can be extendable for further period of one year depending upon the performance of the agency.
2. I/We am/are enclosing, herewith, Demand draft, D.D.No. _____ dated _____ for **Rs.6000 (Rs. Six Thousand only)** drawn in favour of the "DIRECTOR, BMHRC, BHOPAL" towards EMD/BID Security and shall remain in the custody of the BMHRC till decision to the acceptance of the tender. Once the tender is decided, the performance security @ 5% of the contract value will be furnished by the undersigned (approved firm).
3. I/We, hereby, agree to all the terms and conditions (attached), stipulated by the BMHRC in this connection including penalty etc.
4. I/We agree that in case of failure to supply the material for which a Purchase order will be placed upon me/us within the stipulated date of delivery, the institution can go to market for local purchase of the same at my/our risk and cost limited to the amount of performance security.
5. I/We will submit the **samples as and when required** and in case I/We fail to do so, the earnest money deposited by me/us can be forfeited by the Institute.
6. Vigilance enquiry Declaration.

Seal & Signed of the Bidder

Tender No:- BMHRC/PUR/SINGLE BID/LT/16-17/033

The quotations should reach this office on or before **11/04/2017** up to **02:00 PM** duly sealed marked **Tender - BMHRC/PUR/SINGLE BID/LT/16-17/033**. All quotations should be type written. Quotations written in pencil will not be entertained. Tender will open on same day at **03.30 PM** in the presence of bidder's representative, who willing to attend, at the time and date as specified. Tender Should Invariably be Submitted In One Bid System (**Price Bid**)

i. **Reference No. Of the Tender: BMHRC/PUR/SINGLE BID/LT/16-17/033**

ii. **Tender regarding:**

a. **Due date for submission of the tender: 11.04.17 at 02.00 pm**

b. **Due date for opening of the tender 11.04.17 at 03.30 pm**

iii. **Name of the firm with Address:**

1. **The pre-qualification documents including EMD/BID security as required in the tender document should invariably be accompanied with the bid otherwise tender will be rejected.**
2. The bidders may obtain tender document from the Department of Purchase BMHRC, Bhopal against payment of non refundable tender fee of **Rs.200** on above scheduled date & time or download the tender documents directly from the website available at www.bmhrc.org, www.eprocure.gov.in. In such case, the bidder are required to submit the tender fee of **Rs. 200.00** (non-refundable and non-transferable) by way of separate demand draft drawn in favour of Director, BMHRC, payable at Bhopal and the same should essentially be enclosed along with the techno commercial bid.
3. The accredited agent or sole representative quoting on behalf of their manufacturer/principal must attach authority letter from their manufacturer/principal on their letter Head.
4. Offer will be valid for one year from the opening of the tenders quoted. The tender rates should be kept open /valid for a period of **Two years** from the date of signing the agreement.
5. In case of default, institute will have the right to procure the ordered item from open market /another party at vendor's risk and expenses. Liability of the vendor will be limited to the amount of Performance Guarantee.
6. Handwritten quotations shall be accepted at the bidder's risk. In case of any discrepancy in the figures, the rate mentioned in words will only be considered.
7. Tender should be accompanied with an EMD/BID security amounting to Rs. **6000/-** by way of demand draft of any commercial bank drawn in favour of "**Director, BMHRC, Bhopal**", failing which the tender shall not be considered. The amount bid security will be returned to all unsuccessful bidder. The submitted EMD amount of successful bidder will be adjusted against performance security.
8. The Successful bidder shall furnish the performance security within 30 days of signing the rate contract for due performance. The performance security should be for an amount of 5% of the contract value in form of Demand Draft / Bank guarantee from any commercial Bank in favor of Director, BMHRC, and it shall be valid for **30 months** from the date of issue of Rate contract. The Performance Security shall be released on satisfactory completion of all contractual obligations. No interest shall be payable on the performance security. **Failure to furnish performance security in time would entail forfeiture of earnest money deposited by the firm & the cancellation of the contract. The supply order will be placed according to requirement of BMHRC in parts during each quarter.**

9. In case of non supply of material within the due date i.e. within the date of delivery, the Director BMHRC, Bhopal will have the right to impose penalty like forfeiture of performance security and removal of the name from the list of the contractor and **Liability of the vendor will be limited to amount of performance guarantee on risk purchase.**
10. **The Director, BMHRC, Bhopal shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.**
11. No payment shall be made for rejected material. The tenderer have to remove rejected material within one week of the date of rejection at their own cost. In case these are not removed, these will be disposed off in a manner as deemed fit by the authorities at the risk and responsibility of the supplier without any further notice.
12. The firm should have not been blacklisted during last three years by any government/ Private institution and there should be no Vigilance/CBI case pending against the firm supplier.
13. The court of BHOPAL will have the jurisdiction to trial any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside Bhopal have the jurisdiction in the matter.
14. The quantity shown in the tender can be increased or decreased to any extent depending upon the actual requirement.
15. **Selection will be made purely on the basis of lowest quoted for the items confirming to the specifications as described in the Annexure 1 (Price Bid).**
16. **Exemption from payment of EMD & Tender Fees-** Firms registered with the Central Purchase Organization (e.g. DGS&D) and NSIC and exempted from payment of EMD & tender fee with these organizations, are also allowed for exemption from payment of EMD if the product being quoted is actually manufactured by them and the product is registered with these agencies. Firms registered with these agencies, which are selling products of other companies and not manufacturing the products being quoted by them are not allowed exemption from payment of EMD exemption. To avail EMD exemption, the firms should submit a legible photocopy of valid registration certificate of the product manufactured and registered with DGS & D / NSIC in a separate envelop along with envelop of technical bid.
17. **In case of MSE (Micro & Small industries, manufacturer the price preference of L-1+15% will be made available during award of the tender.**
18. **Small scale industries are exempted from Waiver of security deposit upto the monetary limit for which at the unit is registered and also exempted from providing the minimum turnover criteria as per guidelines laid down by Govt. of India for SSI units to ensure that there is no discrimination against them.**
19. The price charged for the Stores, under the reference by the supplier shall in no case exceed the MRP/ lowest price at which the supplier charged the Store of same identical description to any other person /organization, Institution during the period of contract. If at any time, during the said period the supplier reduced the said prices of such/Stores/equipment or sales such stores to any other person/organization/Institution at price lower than the chargeable, he shall forthwith notify such reduction in sale price to the Director, BHOPAL MEMORIAL HOSPITAL & RESEARCH CENTRE, BHOPAL and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly be reduced.
20. The Vendor should enclose the copy of Vat Registration.
21. **Payment** to the supplier Company/agency shall be made with in 90 days from the submission of the bill and receipt of stores in good & satisfactory condition.
22. **The Director has full power to terminate the rate contract at any time during the period of contract without assigning any reason.**
23. **Arbitration**
 - i. Arbitration The COMPANY and CUSTOMER shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with contract.

- ii. Deputy Director Finance is authorized to sign the agreement on behalf of BMHRC after approval and in event of any disagreement of dispute remaining unresolved, the same shall be referred to the Director BMHRC for arbitration who will act as arbitrator or will appoint an arbitrator whose decision shall be final and binding on all parties.
- iii. Venue of Arbitration shall be BMHRC at Bhopal

24. **Force Majeure:** Any failure of omission or commission to carry out the provisions of this contract by the successful Bidder shall not give rise to any claim by any party, one against the other if such failure of omission or commission arises from an act of God which shall include an acts of natural calamities such as fire, flood, earthquake, hurricane or any pestilence or from civil strikes, compliance with any statute and/or regulations of the Government, lockout and strikes, riots, embargoes or from any political or other reasons beyond the successful Bidder control including war(whether declared or not), civil war or state of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.

25. In case of non supply of material within the due date i.e. within the date of delivery, the Director BMHRC, Bhopal will have the right to impose penalty like forfeiture of performance security and removal of the name from the list of the contractor and **Liability of the vendor will be limited to amount of performance guarantee of risk purchase.**

LD Should be deducted as under

- (A) Delivery period of the item shall be 30 days the receipt of purchase order
- (B) 7 days will be given to the supplier since purchase order are posted or sent through courier.
- (C) 2% LD will be imposed if delivery is between 38 to 50 days
- (D) 1% additionally LD will be imposed for every additional delay of 15 days
- (E) The maximum LD amount will not be more than 5% in any cases.
- (F) In case of staggered deliveries the second supply will come under LD preview immediately after schedule date.

26. Any dispute is subject to jurisdiction of Bhopal court.

27. **Transportation:** The transportation of complete storage system from supplier`s works to BMHRC site and back shall be in bidder scope and no extra charges will be paid. The transportation of Cylinders of Nitrous oxide shall be supplier scope including unloading. Road vehicle carrying cylinder should be approved for the purpose and before entry in Hospital premises, it should be complete with all safety. and other necessary fitting. Supplier shall ensure compliance of the requirements as per motor vehicle ACT 1988. The conditions contained herein shall form part of and shall be taken as if they are included in the agreement to be entered into or treated as agreement itself.

Check List of Certificates/Documents required to be submitted with Price Bid

The bidder are advised to submit the following certificates under the category of “Vital documents” invariably along-with **Price Bid**. If these documents are not submitted/conditions not fulfilled, the quotation shall be summarily rejected and no further correspondence, in this regard, shall be entertained.

1. **Tender form** including seal & signature of the bidder.
2. **Authorization letter** from the manufacturer, if the supply to be made through distributor/dealer.
3. **EMD** (Clause No-7)
4. **Non-black listing**/non-debarring declaration (clause No-12)
5. **Fall Clause** (Clause No-19)
6. **Vat registration** (Clause No-20)

PRICE BID (ANNEXURE-I)

Limited Tender No. BMHRC/PUR/SINGLE BID/LT/16-17/033

Sub: Purchase of NITROUS OXIDE 17000 LTS (without stamping)

S.No	Item Description	UOM	Approx. Annual Qty	Company	MRP	Rate Per Nos	VAT %	Amount per Unit including VAT
1.	NITROUS OXIDE 17000 LTS (without stamping)	LTR	80 nos					

- Note:**
1. Name and description of item is self explanatory regarding specification.
 2. Bidder must insure himself before quoting the price that item quoted is confirming to specification completely.

Seal & Signed of the Bidder