



सत्यमेव जयते

JAWAHARLAL INSTITUTE OF POST-GRADUATE MEDICAL EDUCATION & RESEARCH
(Institution of National Importance Under Ministry of Health & Family Welfare, Government of India)
Dhanvantari Nagar, Pondicherry-605 006.



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No.Pur.5 (4)/2021

Dated: 28/05/2021

TENDER DOCUMENT

**RATE CONTRACT FOR REFILLING OF MEDICAL OXYGEN 'A', 'B' TYPE
CYLINDERS AND NITROUS OXIDE BULK 'D' TYPE CYLINDER**

**FOR THE PERIOD OF TWO YEARS AND SIX MONTHS i.e. (July 2021 –
December 2023)**

DUE DATE: 21/06/2021 10.30 AM.



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No. Pur.5 (4)/2021.

Dated: 28/05/2021

Notice inviting e-Tenders

Director, JIPMER invites e- Tenders from original standard manufactures of reputed firms fulfilling the criteria of either “Class 1 Local Supplier” or “Class 2 Local Supplier” as per the applicable provisions of Public Procurement (Preference to Make in India), order 2017 of MoC and I (DIPP), Govt. Of India, Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as further amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, and Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020. for entering in to rate contracts for refilling of medical oxygen ‘A’, ‘B’ type cylinders and nitrous oxide bulk cylinder ‘D’ type to Medical Gas Plant Division, Institute Block, Super Specialty Block, Regional Cancer Centre, Women and Child Health Block, Super Speciality Annexe Block, Screening OPD and Pharmacy, JIPMER, Puducherry-605 006 for the period from 1 July 2021 to 31 December 2023.

1. Tender timelines:

- i. Opening date and time for tender document download: **06.00 PM on 28/05/2021**
- ii. Last date for receipt of pre-bid queries: **04.00 PM on 03/06/2021**
- iii. Pre-bid queries can be made through e-mail: purchase@jipmer.edu.in
- iv. Opening date and time for submission of online bids: **09.00 AM on 07/06/2021**
- v. Closing date and time for submission of online bids: **04.30 PM on 19/06/2021**
- vi. Date and Time of opening online of bids: **10.30 AM on 21/06/2021**
(for technical evaluation)
- vii. Date and Time of opening online of price bids: To be intimated later.

2. Every Tenderer must go through the terms and conditions carefully and understand them before submitting the e-Tender. The deviation of e-Tender terms and conditions will not be entertained.

3. The tender is for the refilling of MEDICAL OXYGEN AND MEDICAL NITROUS OXIDE GASES CYLINDERS and transportation of filled and empty cylinders from the firms’ premises to JIPMER, Pondicherry-605006 and back, for the period MENTIONED AGAINST

EACH DEPARTMENT as per the specifications and the quantity given in the tender terms and conditions.

4. Interested bidders are advised to download the complete Tender Enquiry document from the websites www.jipmer.edu.in or <https://eprocure.gov.in/eprocure/app> for complete details.
5. The prospective bidders must register with the E-procurement system of <https://eprocure.gov.in/eprocure/app>. Special Instructions to the bidders for the e-submission of the bids online through this eProcurement Portal on completion of the registration process is given in <https://eprocure.gov.in/eprocure/app>, the bidders will be provided user ID and password upon enrollment. In order to submit the bids electronically, bidders are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).
6. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
7. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
8. The bidders shall submit the required bid security declaration (Clause No: 30 of tender document) before the due date and time mentioned above
9. The online submission of tender(s) can only be done through <https://eprocure.gov.in/eprocure/app>.
10. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through <https://eprocure.gov.in/eprocure/app> e-portal (as described above) only.
11. The bid security declaration and the receipt for e-tender processing fee must be scanned and uploaded in the e-tender portal in the envelope called “fee cover”.
12. Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further amendments will be published in these websites only.

Officer in Charge, Purchase
For the Director, JIPMER

TERMS AND CONDITIONS OF TENDER

TERMS AND CONDITIONS OF TENDER FOR REFILLING OF **MEDICAL OXYGEN ‘A’, ‘B’ TYPE CYLINDERS** AND **NITROUS OXIDE BULK ‘D’ TYPE CYLINDER** TO MEDICAL GAS PLANT DIVISION, INSTITUTE BLOCK, **SUPER SPECIALTY BLOCK**, **REGIONAL CANCER CENTRE**, **WOMEN AND CHILD HEALTH BLOCK**, **SUPER SPECIALTY ANNEXE BLOCK**, **SCREENING OPD** AND **PHARMACY**, **JIPMER, PUDUCHERRY-605 006** for the period from 1 July 2021 to 31 December 2023.

1. Our approximate annual requirements

| S.No. | Name of item | User Department of JIPMER | Required No. of cylinders |
|-------|--|---|---------------------------|
| 1 | Medical Nitrous Oxide Bulk cylinder “D” Type (Capacity 17 cu.m) cylinders | Medical gas Plant Division, Institute Block | 150 |
| | | Super specialty block | 175 |
| | | Women & child Health Block | 75 |
| | | Regional Cancer Centre | 0 |
| | | Super Specialty Annexe block | 50 |
| | | Screening OPD | 25 |
| | | Total | 475 |

PHARMACY DEPARTMENT

Supply has to be made in the Institute’s empty cylinders.

| S.No. | Name of item | Quantity required |
|-------|---|-------------------|
| 1 | MEDICAL OXYGEN ‘A’ TYPE CYLINDER | 800 Nos. |
| 2 | MEDICAL OXYGEN ‘B’ TYPE CYLINDER | 40000 Nos. |

- Original standard manufactures of reputed firm fulfilling the criteria of either “Class 1 Local Supplier” or “Class 2 Local Supplier” as per the applicable provisions of Public Procurement (Preference to Make in India), order 2017 of MoC and I (DIPP), Govt. Of India, Order No. P-45021/2/2017-B.E.-II dated 15.6.2017 as further amended by Order No. P-45021/2/2017-B.E.-II dated 28.05.2018, Order No. P-45021/2/2017-B.E.-II dated 29.05.2019, and Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 only should quote. The quantity mentioned in the eTender is the approximate one, which may change (i.e.) either curtailed / enhanced according to the total requirements.
- The supply should be made with the effect from 1st July 2021 or as specified in the contract whichever is later.

4. Necessary certificate from the Drug Controller / Competent Authority regarding Licensing / Standard of Purity etc. have to be furnished.
5. The purity of Oxygen to be supplied by vendor should be medical grade.
6. Purity Certificate and license to be furnished before executing the supply, vendor should also produce the latest test certificate.
7. The billing to be made only for the numbers of medical oxygen and nitrous oxide filled cylinders actually supplied to the Department.
8. **No overfilling of cylinders is allowed and claiming the amount for excess filling are not accepted under any circumstances.**
9. **Price comparison will be made based on the estimated cost of requirements for Two Years and six months assuming the annual requirement shall remain the same.**

10. Purchase Preference

- a. The Procurement of goods and services under this e-tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC and I (DIPP), Govt. Of India, Order No. P-45021/2/2017-B.E.-II dated 15.6.2017 as further amended by Order No. P-45021/2/2017-B.E.-II dated 28.05.2018, Order No. P-45021/2/2017-B.E.-II dated 29.05.2019, and Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020. Therefore, bidders are to submit a certificate in format given in Appendix- A along with documentary evidence in support of their claim wherever necessary.
- b. The Purchaser reserves the right to give the purchase preference to small-scale sectors, Micro and small-scale enterprises etc. as per the instruction in vogue while evaluating, comparing and ranking the responsive Tenders as given in the MSMED Act 2006 reproduced below:
- c. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 25% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 25% quantity.
- d. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 5% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs.

However, in the event of failure of such MSEs to participate in the Tender process or meet the tender requirements and the L1 price, the 5% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

- e. The MSEs fulfilling the prescribed eligibility criteria and participating in the Tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
- f. Special provision for Micro and Small Enterprise owned by women: – Out of the total annual procurement from Micro and Small Enterprises, 3 per cent from within the 25 per cent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.
- g. Note: “If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.

11. Registration of bidders from a country which shares a land border with India

In compliance with order (Public Procurement No.1) No. 6/18/2019-PPD dated 23rd July 2020 issued by the Public Procurement Division, Dept of Expenditure, Min of Finance under Rule 144 (xi) of GFR 2017 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.

- h. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process
- i. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - i. An entity incorporated, established or registered in such a country; or
 - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv. An entity whose beneficial owner is situated in such a country; or

- v. An Indian (or other) agent of such an entity; or
 - vi. A natural person who is a citizen of such a country; or
 - vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- j. The beneficial owner for the purpose of (iv) above will be as under:
- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- 1. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - 2. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 - iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v. In case of a trust, the identification of the beneficial owner(s) shall include the identification of the author of the trust, the trustee, the beneficiaries with 15% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- k. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- l. In case of turnkey contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

- m. Bidders must include a paragraph as a certificate of compliance with the abovementioned provisions in the tender form given in the annexure.
12. Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further amendments will be published in these websites only.

13. Preparation and Submission of tender.

- i. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through <https://eprocure.gov.in/eprocure/app> e-portal (as described above) only.
- ii. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
- iii. Interested bidders are advised to download the complete Tender Enquiry document from the websites www.jipmer.edu.in or <https://eprocure.gov.in/eprocure/app> for complete details.
- iv. The prospective bidders must register with the E-procurement system of <https://eprocure.gov.in/eprocure/app>. Special Instructions to the bidders for the e-submission of the bids online through this eProcurement Portal on completion of the registration process is given in <https://eprocure.gov.in/eprocure/app>, the bidders will be provided user ID and password upon enrolment. In order to submit the bids electronically, bidders are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).
- v. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
- vi. Bidders have to ensure that all the documents are properly filled and uploaded. The bidders must ensure that they submit the on-line bids within the scheduled closing date & time.
- vii. This is a Two-Bid e-Tender system, consisting of the Techno-Commercial Bid and Price Bid that are to be uploaded in the prescribed formats in the e-tendering portal. The tender(s) shall only be submitted online as mentioned below:

I. Techno-Commercial Bid shall comprise

A. Fee Cover

- i. Scanned copy (100 or 200 DPI) in pdf format of **tender processing fee receipt ₹ 590/- (500+90)** [including 18% GST] shall be paid through SBI collect only (Exemption not available for any category of bidder including MSME).
- ii. Scanned copy (100 or 200 DPI) in pdf format of **Bid Security Declaration** as per format attached in **Annexure-I**.

B. In the cover named “Prequal/Technical” the scanned copy in pdf format of

the following documents are to be uploaded:

- i. **Tender Form** must be downloaded, filled in the format prescribed in Annexure II in the firm's letterhead. This tender form along with the **Authorization letter** in firm's letterhead for signing tender documents if other than the Owner, Partner, Managing Director must be scanned and uploaded as a single pdf file.
- ii. Self-attested copies of **GST registration certificate, PAN Card, Certificate of Incorporation, copies of annual report, audited balance sheet and profit & loss account** for preceding three years from the date of tender opening and **bank details** must be uploaded as a single pdf file.
- iii. **Necessary certificate** from the Drug Controller / Competent Authority regarding Licensing / Standard of Purity etc. and in case the bidder is empaneled by the Competent Authority under **GFR 144 (xi)** (mandatory) a copy of the same or **GFR 144(xi) compliance certificate** as in **Annexure III** must be uploaded as a single pdf file. (Bidder must go through GFR 144 (xi) in this regard and satisfy himself whether the rule is applicable to him or not)
- iv. The bidder must submit either **Solvency Certificate** or **Bank Guarantee certificate** clearly indicating to what extent they are solvent from the Tahsildar of the Taluk where they reside / from their Bankers along with their bid documents.
- v. **List of users** of the same or similar product as quoted by the firm along with **Performance Statement** wherever asked supported by relevant copies of orders and end users' satisfaction certificate.
- vi. Bidders must upload **the self-certification** in the format given in **Appendix A** as required under the Public Procurement (Preference to Make in India), order 2017 of MoC and I (DIPP), Govt. Of India, **Checklist and any other necessary documents** wish to upload by the bidder to more fully establish as necessary, that the tenderer is eligible to submit the Tender and, also, qualified to perform the contract if its tender is accepted.

II. Price Bid Cover:

- i. Prices are to be quoted in the prescribed Price Bid format provided in the e-tender portal using the BOQ template only. The price should be quoted for

the accounting unit indicated in the e-tender document.

- ii. A PDF file mentioning the cost with GST for Valve, spindle, cap, valve gland nut, testing, painting, drilling out broken spindle, degreasing and any others should be uploaded in the price bid. The cost will not be used for selection of L1.

Note:

- i. The bidder has to be diligent while filling up the Techno-Commercial Bid and Price Bid provided in prescribed formats and must not tamper with the contents of the sheets.
- ii. It is the responsibility of bidder to go through the eTender document to ensure furnishing all required documents in addition to above, if any.
- iii. Each Pack size should not exceed 50MB, Scan document in 100 DPI or 200 DPI (B/W) resolution and upload as PDF only.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. Every correction in the Tender should invariably be initialed by the Tenderer, failing which the Tender will be liable to be rejected.
- vi. Tender sent by fax/telex/cable shall be ignored.
- vii. **Kindly use latest Microsoft office Version for BoQ**

24. Digital Signing of Tender

The tenderers shall submit their tenders as per the instructions contained as above. Tenders shall be uploaded with all relevant tender documents in the prescribed format. The relevant tender documents should be uploaded by an authorized person having Class 3 digital signature certificate.

25. Format for Price Bid

FORMAT FOR REFILLING OF MEDICAL OXYGEN TYPE ‘A’, ‘B’ AND NITROUS OXIDE BULK ‘D’ TYPE CYLINDERS

No price must be mentioned in the technical bid

| S. No. | DETAILS OF RATE | MEDICAL OXYGEN (in Cylinder) | | | | | | MEDICAL NITROUS OXIDE (In cylinder) | | |
|--------|---|---|--|--|---|--|--|---|--|--|
| | | A Type per Cylinder | | | B Type per Cylinder | | | Bulk Cylinder 'D' Type 17,000 Ltrs. Approx. | | |
| | Year | 1 st Year July 2021 to December 2021 | 2 nd Year January 2022 to December 2022 | 3 rd Year January 2023 to December 2023 | 1 st Year July 2021 to December 2021 | 2 nd Year January 2022 to December 2022 | 3 rd Year January 2023 to December 2023 | 1 st Year July 2021 to December 2021 | 2 nd Year January 2022 to December 2022 | 3 rd Year January 2023 to December 2023 |
| 1 | BASIC RATE for refilling of one cylinder | | | | | | | | | |
| | GST percent on refilling charge | | | | | | | | | |
| | Handling charge per cylinder | | | | | | | | | |
| | GST percent on handling charge | | | | | | | | | |
| | Transportation Charges per trip (A Type – 1 trips per 4 months, B Type – 10 trips per month, Nitrous – 1 trip per month) | | | | | | | | | |
| 2 | GST percent on transportation charge | | | | | | | | | |

FORMAT FOR RENTAL CHARGES AND SPARES FOR REFILLING OF MEDICAL OXYGEN AND NITROUS OXIDE CYLINDERS. RATE TO BE CONSTANT FOR TWO YEARS AND SIX MONTHS

No price must be mentioned in the technical bid

This document with price must be uploaded as a pdf file only in the price bid

| S.No. | Item | Rate per unit | GST percent | GST | Total |
|-------|--|---------------|-------------|-----|-------|
| 1 | Rental charges/cyl. For additional cylinders | | | | |
| 2 | MISCELLANEOUS CHARGES | | | | |
| I | 1. Cost of valve | | | | |
| II | 2. Cost of spindle | | | | |
| III | 3. Cost of cap | | | | |
| IV | 4. Valve gland nut | | | | |
| V | 5. Testing | | | | |
| VI | 6. Painting | | | | |
| VII | 7. Drilling out broken spindle | | | | |
| VIII | 8. Degreasing | | | | |
| 3 | OTHERS, IF ANY (Please specify) | | | | |
| | TOTAL | | | | |

26. Award of contract

- i. Rate should be quoted including all charges separately for each item, as given below. (The total amount should be written in words and figures) otherwise Tender will not be considered.
- ii. In the case of Medical Oxygen and Nitrous Oxide cylinders, the lowest will be selected on the basis of total charges for two years and six months proposed quantity of Medical Oxygen and Nitrous Oxide cylinders, transportation for the entire period, taxes duties, change of tank in the Tender and any other charges that the supplier proposes to levy for safe provision of refilling of Medical Oxygen and Nitrous Oxide cylinders as per the terms of this tender.

27. Tender validity

Bidders must ensure that bids are valid for one year from the closing date of the tender. The rates quoted shall be valid for the entire period of contract of two years and six months as mentioned in the tender. Tenderers who quote for less than the period asked or who quote for a period of validity less than that asked will be summarily rejected.

28. Tender Prices

- i. The Tenderer shall indicate on the Price Schedule only in the electronic format using the BOQ excel file and upload the same in the financial bid cover in the online portal.
- ii. While filling up the columns of the Price Schedule, it should be ensured that the price includes
 - a. The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties, and/or GST already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc.
 - b. Any taxes and duties including GST, which will be payable on the goods if the contract is awarded;
 - c. Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage), Loading & Unloading etc. would be borne by the Supplier from warehouse to the consignee site.
 - d. Each trip consists of taking empty cylinders **from JIPMER campus and delivery of filled cylinders to JIPMER.**
 - e. The bidder should include transportation charges per trip in price bid. Each trip consists of transportation of at least 150 cylinders for refilling. Any extra trip will be paid as per the charges mentioned in the price bid.
 - f. The price of any other item, as mentioned in List of Requirements and Price Schedule;
- iii. Additional information and instruction on Duties and Taxes: If the Tenderer desires to ask for GST or any other taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- iv. Goods and Services Tax (GST) and other statutory duties:
 - a. If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forthwith to the purchaser.
 - b. In case within the delivery period stipulated in the contract, there is an increase in the statutory taxes like GST, Custom Duty, or fresh imposition of taxes which may be levied in respect of the goods and services specified in the contract, reimbursement of these statutory variation shall be allowed to the extent of actual quantum of taxes paid by the supplier. This benefit, however, cannot be availed by the supplier in case the period of delivery is

extended due to unexcused delay by the supplier.

- c. But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and/or GST or any other duty or tax or levy or on account of any other grounds. In case of downward revision in taxes/duties, the actual quantum of reduction of excise duty must be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.
- d. The tenderer must take due care while quoting the GST. The actual rate of GST quoted by the tenderer, rather than the applicable rate, will be taken for price comparison. However, If the contract is awarded to the tender the purchaser will pay the lesser value of the applicable GST or the GST quoted by the tenderer.
- v. The need for indication of all such price components by the Tenderers, as required in this clause is for the purpose of comparison of the Tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.
- vi. **Revision or modification of the rate quoted by them shall not be allowed at any time and on any ground whatsoever after the submission of tender beyond the closing date.**

29. Firm Price

- i. The prices quoted by the Tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- ii. However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in clauses 34(ii) and (iii) will apply.
- iii. Discount or free supply offered by the Tenderer will not be considered. Tenderers desiring to offer discount or free supply should modify their offer suitably while quoting.

30. EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY

- i. In compliance with the OM No. F.9/4/2020-PPD dated 12.11.2020 on the subject —Bid Security/ Earnest Money Deposit, issued by the Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India, there is no need for bidders to pay Bid Security/ Earnest Money Deposit for participating in this tender.
- ii. However, in lieu of Bid Security, the bidder must print this —Bid Security Declaration on his/her firm's letterhead as in Annexure III, duly signed the undertaking and upload the document in the fee cover.
- ii. The bidder hereby declares that they accept the condition that if they withdraw or modify their bids during period of validity etc., they will be suspended for a period of

two years from participating in any tender invited by JIPMER, Puducherry with effect from the date of their withdrawal or modification of their bid.

31. Performance Security Deposit

The successful Tenderer shall deposit through SBI Collect which is available in our Website www.jipmer.edu.in an amount equal to 3% of the aggregate value of the item accepted for the first year as Performance Security Deposit on receipt of first supply order. Cash/Cheque/Postal Orders/Telegraphic Money Order /Demand Draft/Fixed Deposits Or Bank Guarantee towards Performance security deposit will not be accepted. The Security Deposit, subject to the conditions specified herein, shall be refunded to the supplier within 3 (three) months after the expiry of the completion of the contract period without interest but in the event of any dispute arising between the Institute and the Supplier, the Director shall be entitled to deduct out of the deposits, the amount of such damage's costs, charges and expenses as may be claimed. If the amount of such expenses could not be met out from the Security Deposit, the same may be recovered from the supplier including any other sum which may be due at any time from the Institute to the Supplier.

32. The Director reserves himself the right to reject the tenders or to accept the tenders for the supply of all the items or for any one or more of the items tendered for in a tender without assigning any reason for doing so.
33. Any attempt on the part of the Tenderers or their Agents to influence the departments in their favor by personal canvassing with the Officers concerned will disqualify the tenders.

GENERAL CONDITIONS OF CONTRACT

1. The successful Tenderer (contractor) shall execute an agreement within a week from the date of receipt of communication for the due fulfillment of the execution of the supply. The supplier shall have to pay the expense for the execution of the agreement. In case of failure to execute the agreement on the part of successful Tenderers or withdrawal of his tender after intimation of acceptance of tender or failure to comply with our order owing to any reason, it will result in the tenderer being suspended from participating in all tenders invited by JIPMER for a period of two years with effect from the date of withdrawal, as per the terms and conditions of bid security declaration furnished by the bidder in its tender.
2. Medical Gases supplied to the Institute should be in good quality and the decision of the Director in this regard is final and binding on the supplier. If the **gases supplied are not to our satisfaction** and they do not meet our requirements, the same will have to be removed from the Institute immediately after the receipt of intimation from the Director at their own expenses.
3. The requirement stated as approximate may be increased or reduced according to the requirement during the tender year. However, it is not mandatory to order for supply to the approximate quantity specified in the tender document.
4. Payment will be made for the quantities of items delivered as per requirement.
5. During the period of contract order will be placed with the successful tenderer for the supply of items and the supplier shall supply on receipt of requisition from the Director or by his authorized Officer to do so as and when necessary.
6. The supplier should be willing to render their assistance round the clock including holidays / to be able to contact them at any time in case of Emergencies.
7. Rates should include all the charges up to delivery at the institute premises in Puducherry.
8. Penalty clauses
 - i. Penalty will be levied if the Vendor fails to clear the cylinder within 3 weeks of expiry of contract. The institution will take suitable action to dispose the cylinders and charge any loss incurred to the supplier.
 - ii. In case non-supply of cylinder in time the institution will be at liberty to take purchase the cylinders from the open market and charge the difference in cost to the contractor.
 - iii. These charges and costs may be deducted from the security deposit and any other payments due to the supplier besides taking such action as permissible under law to recover the costs.
 - iv. The above-mentioned penalty clauses shall apply to the successful Tenderer even in the event of default supply being attributable to transportation failure or any other failure on the part of a third party.

9. In case any difference or dispute arise in connection with this tender, all legal proceedings relating to the matter shall be instituted in the court within the jurisdiction of the courts of Puducherry.
10. The Director is at liberty to terminate the contract without assigning any reason therefore, either wholly or in part on a two months' notice. The Contractor will not be entitled to any compensation whatsoever in respect of such termination.
11. The period of contract shall be extended by up to two months, if necessary at the discretion of the Director, in case there is delay in finalization of the next tender.
12. The rates quoted by the Contractor shall not, in any case exceeds the controlled rate, if any, fixed by the Government at the time of supply to the Institute. If the rate quoted exceeds, the controlled rate or rates permissible under the Hoarding and Profiteering Prevention Ordinance 1943 as amended from time to time, the Contractor will specifically mention this fact in his tender along with reasons for having quoted such higher rate. The Director at his discretion will, in such case, exercise the right of revising the price at any stage so as to conform with the controlled rate or the rate permissible under the Hoarding and Profiteering Ordinance. The discretion will be exercised without prejudice to any other action that may be taken against the Contractor.
13. If there is any disruption of supply without any valid reason, the loss to the Hospital should be compensated by the Company. Further in the event of late delivery of stores, the Purchaser is entitled to recover from the Contractor by way of liquidated damages a sum equal to 2% of the price of the stores delivered late.
14. NO ADVANCE PAYMENT CAN BE MADE AS PER THE EXISTING RULES. NEGOTIATING DOCUMENTS THROUGH BANK IS NOT PERMISSIBLE UNDER THE RULES.

Officer in Charge
Purchase Section
For
Director,
JIPMER, Puducherry

Annexure I
Bid Security Declaration
(To printed on the Firm's letterhead)

(In compliance with the OM No. F.9/4/2020-PPD dated 12.11.2020 on the subject "Bid Security/ Earnest Money Deposit", issued by the Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India, there is no need for bidders to pay Bid Security/ Earnest Money Deposit for participating in this tender. However, in lieu of Bid Security, the bidder must print this "Bid Security Declaration" on his/her firm's letterhead duly sign the undertaking and upload the document in the fee cover.)

I/We hereby declare that we accept the condition that if I/We withdraw or modify our bids during period of validity etc., we will be suspended for a period of two years from participating in all tenders invited by JIPMER, Puducherry with effect from the date of our withdrawal or modification of our bid.

(Signature with date)

(Name and designation)

Duly authorized to sign this tender and declaration.

for and on behalf of _____ (Name of the Bidder's Firm)

Seal

Annexure II
TENDER FORM
(On Firms' Letter Head)

To,
The Director
JIPMER, Puducherry 605006

Date _____

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) in conformity with your above referred document **for the sum as shown in the price schedules attached herewith and made part of this tender**. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the tender document.

We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries and we certify that this bidder is not from such a country/ from such a country and has been registered with the Competent Authority and a copy of the valid registration by the Competent Authority is attached as evidence of the same (Strike out the portion not applicable). If there are any Turnkey works involving possibility of sub-contracting the bidder will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of clause 31 of Tender Terms and Conditions, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in clause 27 of tender terms and conditions or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities in the last 7 years.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any.

(Signature with date)
(Name and designation)
Duly authorized to sign tender for and on behalf of

CHECKLIST

Technical Bid (Eligibility Criteria): The following Mandatory documents to be uploaded along with the 'Technical bid' in the following format:

| Sl. no. | Details / Particulars | Submitted (Yes/No) | Page No |
|----------------|---|-------------------------------|----------------|
| 1. | Tender form as in Annexure II | | |
| 2. | Authorization letter in firm's letterhead for signing tender documents if other than the Owner, Partner, Managing Director and | | |
| 3. | Tender Signing Authority issued by Competent Authority in favor of the person who is digitally signing/ uploading the tenders | | |
| 4. | Name, Address, Phone and Fax No. of Service Centre at Puducherry or nearby, If any. | | |
| 5. | Certificate of Incorporation, | | |
| 6. | PAN No. (Self-attested copy of PAN Card) | | |
| 7. | Self-copy of GST Certificate showing clearly GST no. of the firm | | |
| 8. | Annual Turn Over for last Three Financial Years of the firm (Duly signed by CA) firm. | | |
| 9. | Income Tax return for the last Three financial years of the firm | | |
| 10. | Bid security declaration as in Annexure I | | |
| 11. | Receipt of Tender processing fee of Rs.590/- (Rupees Five hundred and ninety only) payment receipt duly self-attested and rubber stamped. (Mandatory for all bidders) | | |
| 12. | Whether the firm is a registered firm under Micro and Small Enterprises, SSI or NSIC for manufacture of the goods offered (attached copy of certificate). Micro and Small Enterprise bidders are to mention UAM (Udyog Aadhar Memorandum) number issued by MSME. | | |
| 13. | Necessary certificate from the Drug Controller / Competent Authority regarding Licensing / Standard of Purity | | |

| | | | |
|------------|--|--|--|
| 14. | Copy of certificate empanelment by the competent authority under GFR 144(xi) where applicable or GFR-144 (xi) compliance certificate as in Annexure III. (Bidder must go through GFR 144 (xi) in this regard and satisfy himself whether the rule is applicable to him or not) | | |
| 15. | Solvency Certificate or Bank Guarantee certificate clearly indicating to what extent they are solvent from the Thasildar of the Taluk where they reside / from their Bankers along with their bid documents. | | |
| 16. | List of users of the same or similar product as quoted by the firm | | |
| 17. | Performance Statement wherever asked supported by relevant copies of orders and end users' satisfaction certificate | | |
| 18. | A PDF file mentioning the cost with GST for Valve, spindle, cap, valve gland nut, testing, painting, drilling out broken spindle, degreasing and any others. | | |
| 19. | Have you previously supplied these items to any government /reputed private organization? If yes, attach the relevant poof. | | |
| 20. | Mandatory self-certification in the format given in Appendix A required the as per the applicable provisions of Public Procurement (Preference to Make in India), order 2017 of MoC and I (DIPP), Govt. Of India. | | |
| 21. | Bank Detail: 1. Beneficiary Name: 2. Bank Name: 3. Account No: 4. IFSC Code: 5. Branch Address: | | |
| 22. | The rates are quoted in Indian Rupees in figures as well as in words only. | | |
| 23. | Any other information, if necessary | | |

Signature of the bidder with seal.

Date:

Place:

Appendix- A

Self-certification format for claiming purchase preference under the “Public Procurement preference to Make in India” order

As per the order issued by

(i) Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017 as further amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, and Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020; and

(ii) Department of Pharmaceuticals vide No. F- 31026/36/2016-MD dated 18.05.2018 and the subsequent orders thereof; The purchaser reserves the right to give preference to the local supplier. A local supplier (definition of ‘local supplier’ is given in clause 2 of the aforesaid order of DIPP as amended from time to time) has to submit the following along with their e-tender(s) failing which their bid will be evaluated without considering such preference mentioned in the DIPP order dated 15.06.2017 further amended on 28.05.2018, 25.09.2019 and 04.06.2020:

a. The local supplier at the time of e-tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made in the format given below:

“Certified that the following items quoted has more than 50% or 20% to 50% of value addition in India at the location(s) mentioned against each and is eligible for purchase preference as per the Govt. of India “Public Procurement preference to Make in India” order Dt.15.06.2017 as further amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, and Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.

| Sl. No | Name of the item | Details of the location(s) at which the local value addition was made. |
|--------|------------------|--|
| | | |
| | | |
| | | |

Authorized Signature:
Name:
Designation:

b. In cases of procurement for a value in excess of Rs. 10 Crore. the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of

companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. Minimum Local Content: 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

d. Margin of Purchase Preference: The margin of purchase preference shall be 20%.

e. Manufacture under license/technology collaboration agreements with phased indigenization are exempted from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content

f. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating the procuring entity.

g. A constituted committee with internal and external experts will examine for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.

h. A fees of Rs.10000/- in the form of demand draft favouring The Director, JIPMER, payable at Puducherry, is required to be deposited with complaints for verification of local content.

i. False declarations will be breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

j. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

Annexure III

GFR-144 (xi) compliance certificate (To printed on the Firm's letterhead)

Tender No:

GFR-144(xi) compliance certificate (as per order F.No. 6/18/2019-PPD, Ministry of Finance, GOI)

I have read the clauses regarding restrictions under GFR144(xi) on procurement from a bidder of a country which shares a land border with India . I certify that, the vendor

- is not such a country
- is from a country and has been registered with a competent authority (attached evidence of valid registration).

(Select one of the above and strike off the other)

I hereby certify that we fulfill all requirement in this regard and is eligible to be considered for the procurement on CPP portal.

Thanking you.

Authorized Signatory