

**GOVERNMENT OF N.C.T. OF DELHI
OFFICE OF THE MEDICAL SUPERINTENDENT
RAO TULA RAM MEMORIAL HOSPITAL
JAFFARPUR, NEW DELHI – 110073**

Tender Document
Tender Ref. No: RTRMH/III/19/Eq. Maint/22/12-13

Ph: 91-11-25318444, 25318555
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NOTICE INVITING TENDER FOR SUPPLY OF MEDICAL GASES

Online tenders are invited on behalf of Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073 under Two- Bid system from reputed firms / manufacturers or their authorized distributor having at least one office in Delhi, for the supply of medical gases for use in Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073 only through e-tendering.

The vendors interested in participating in e-tender should have registration on e-procurement portal of Delhi Govt. and class II b digital certificate/signatures. For registration regarding e-tendering the intending tenderer may contact at Help Desk, 6th Floor, C- Wing, Vikas Bhavan-II, (Near Metcalfe House), Civil Lines, Delhi-110054.

Tender will be opened by the Tender Committee in the presence of tenderers or their authorized representatives who wish to remain present as per above mentioned schedule. In case of any holiday on the day of opening, the tenders will be opened on the next working day at the same time as scheduled above.

Terms & conditions of tender are available on Delhi Govt. Web Site <https://govtprocurement.delhi.gov.in> and tender document can be downloaded from there. Firms may seek additional information/any clarification in the pre bid meeting.

SCHEDULE OF TENDER

TENDER PUBLISHING DATE	06/09/2017
EMD FEE	RS. 20000/- (Rupees Twenty Thousand only)
FOR EXEMPTION OF EMD	ALLOWED
PRE BID MEETING DATE	22/09/2017 at 2:30 PM
VENUE OF PRE BID MEETING	Room No.36, RAO TULA RAM MEMORIAL HOSPITAL JAFFARPUR, NEW DELHI-110073.
BID SUBMISSION START DATE	26/09/2017 at 11:00 AM
BID SUBMISSION END DATE	09/10/2017 up to 2:00 PM
LAST DATE OF SUBMISSION OF PHYSICAL FORM	09/10/2017 up to 2:00 PM
PLACE FOR SUBMISSION OF DOCUMENT PHYSICAL FORM	PURCHASE SECTION, RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073.
BID OPENING DATE(PRE-QUALIFICATION BID)	09/10/2017 up to 2:30 PM
FINANCIAL BID OPENING DATE	TO BE NOTIFIED LATER AND CAN BE SEEN ON WEBSITE

Note: - No hard copy of the financial bid shall be submitted by the bidder otherwise his tender shall be straightway rejected.

Note: In case, the day of bid opening happens to be a holiday, the Bids will be opened on the next working day at the same time.

MEDICAL SUPERINTENDENT
RAO TULA RAM MEMORIAL HOSPITAL
JAFFARPUR, NEW DELHI-110073(RTRMH)

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal

1. Bidder should do Online Enrollment in this Portal using the option Click Here to Enrol available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnTrustline/SafeScript/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, **the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**
15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
16. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents

submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time **(as per Server System Clock)**.

For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002

E-Mail : support-eproc@nic.in

Registration documents may be submitted by vendors at

Address : 6 th Floor,
C- Wing,
Vikas Bhavan-II, (Near Metcalfe House),
Civil Lines,
Delhi-110054.
Tel : 011-23813523 (Monday - Friday, 09:30 AM to 06:00 PM)

IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS

1. **Procedure for submission of Bids:** A single bid will be submitted by every bidder. Bids will comprise of following two sections:-
 - 1.1.1 Pre-qualification cum Technical Bid (As per the [Annexure- I](#))
 - 1.1.2 Financial (Price) Bid(As per the [Annexure-IV](#))
2. **Cost of Bidding Process:-**
The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation etc. for the purposes of clarification of the bid, if so desired by the Purchaser.
3. **Language of Bids:-**
 The Bids prepared by the Bidders and all correspondence and documents relating to the bids exchanged by the Bidder and the Department shall be written in **English language only. In case any document submitted is not in English, the self certified translated copy in English language of such documents must be uploaded / submitted along with copy of the original document.**

4. Documents Comprising the Bids:-

The bid prepared by the Bidder shall comprise of the following components:

4.1 Pre-qualification cum Technical Bid

(A) Documents to be submitted in original in the Tender box provided in the Purchase branch, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073 on or before last date of Submission of the e-Tender: -

- (i) The bids must be accompanied with an Earnest Money Deposit (EMD) of Rs. 20,000 (Rupees Twenty Thousand) to be submitted in form of a FDR/Bank Guarantee (in Format at [Annexure X](#)) as bid security EMD in favour of "Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi - 110073" payable at New Delhi issued by any nationalized/commercial bank. **It should be valid for at least 45 days beyond the final bid validity period (minimum 165 days from the last date of bid submission).**

OR

- (ii) Self attested copy of valid exemption certificate for EMD [refer point 5(c)]
- (ii) An undertaking on "Non-Judicial" Stamp paper of Rs. 100/- duly attested and stamped by Notary Public on prescribed Performa ([Annexure-III](#))
- (iii) [Annexure-I](#) along with Check list of the tender document duly filled signed and stamped with photograph of the bidder.
- (iv) Affidavit on Rs.10 non judicial stamp paper that no criminal/income tax/ blacklisting case is pending against the firm as per [annexure V](#)
- (v) Power of Attorney in favour of the authorized person signing the bid on Rs. 100 non judicial stamp paper.
- (vi) Power of Attorney in favor of Lead Member in case of Consortium as per [Annexure IX](#)

(B) The bidders have to submit self attested Scanned documents in the Pre-qualification cum Technical bids on the web site of e-procurement portal of Delhi Govt.

- i) EMD i.e. (FDR/Bank Guarantee) or valid Exemption certificate
- ii) [Annexure I](#)
- iii) PAN Card of the bidding firm (as mentioned in IT return)
- iv) Certificate of Incorporation of Registration in case of firms registered under Indian Companies Act or Partnership deed in case of Partnership Firm or Joint Bid Agreement in case of consortium of two firms as per [Annexure VIII](#). (not more than two firms are allowed to form consortium)
- v) Certificate of GST Registration number
- vi) Audited balance sheet/audited Income statement for preceding three years with Document showing annual turnover of last three financial years i.e. 2014-2015, 2015-2016 and 2016-2017 duly verified, signed and stamped by C.A. For eligibility the minimum average annual turnover for the last three financial years i.e. 2014-2015, 2015-2016 and 2016-2017 should not be less than Rs. 3,00,000/- (Rupees Three Lakh only).
- vii) Income tax return of financial year 2016-2017 indicating the same PAN number as submitted.
- viii) Power of Attorney in favour of the authorized person signing the bid
- ix) Undertaking on Rs. 100/- non judicial stamp paper as per [Annexure-III](#)
- x) Affidavit on Rs.10 non judicial stamp paper that no criminal/income tax/ blacklisting case is pending against the firm as per [annexure V](#)
- xi) Power of Attorney in favor of Lead Member in case of Consortium as per [Annexure IX](#)
- xii) Details of the Consortium members.
- xiii) Latest VAT Return submitted to the department of Trade & Taxes (should not be more than one year old).
- xiv) Performance certificate on similar contracts from any Govt. or reputed private hospital/Institution (minimum 50 bedded) for at least one year during the last three years.
- xv) Registration No. /License No of the Firm/Agency
- xvi) Proof of certificate issued by Bureau of India Standards

- xvii) Proof of filling permission by CCE, Nagpur
- xviii) Valid Authorization letters for the tender from the principal manufacturer
- xix) The firm having infra-structure for manufacturing, filling and testing with good track record of medical gases at large scale, based in Delhi or in surrounding areas
- xx) Excise duty document, if applicable
- xxi) Valid Drug License as per drug act
- xxii) Explosion safety certificate from the competent authority. Copy of cylinder testing license from chief controller of explosives
- xxiii) Covering letter along with check list

Note: - Price should not be submitted at Pre qualification-cum-Technical bid stage by the bidder otherwise their bid shall be straightway rejected.

4.2 Financial Bid –

It shall be uploaded in the format as per the [Annexure-IV](#)

- (a) All the tenderers whose Pre qualification-cum-Technical bid have been approved by the hospital competent authority shall be invited for opening of the price bids. In Financial Bids the companies shall have to quote the price for the items inclusive of everything but exclusive of GST.
- (b) Tenders not confirming to the essential requirements will be rejected and no correspondence thereof shall be entertained whatsoever.
- (c) Price bid of only those tenderers shall be opened who are found qualified at the Pre qualification-cum-Technical bid stage and date and time of opening of price bid will be intimated later on.

5. Validity of Tender

- (a) Bid will remain in force for a period of 120 days from the last date of submission of the bid. Bidder should certify that the quoted rates are lowest hospital rate.
- (b) The Authority / Hospital / Department may request the Bidder for extension of the period of validity. The request and response thereto shall be made in writing (or by fax or by e-mail). The validity of EMD provided under [Clause 6](#) of this document shall also be accordingly extended.

6. EARNEST MONEY DEPOSIT (EMD) OR BID SECURITY

- (a) Earnest Money Deposit (EMD) of Rs. 20,000 (Rupees Twenty Thousand) to be submitted in form of a FDR/Bank Guarantee (in Format at [Annexure X](#)) as bid security EMD in favour of “Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi - 110073” payable at New Delhi issued by any nationalized/commercial bank.
- (b) The Bid security shall remain valid for at least 45 days beyond the final bid validity period (minimum 165 days from the last date of bid submission).
- (c) However firms who are registered with DGS&D Panel, NSIC or the concerned Ministry or Department are exempted from depositing the Earnest Money on production of the said registration. Registration proof should also be uploaded along with prequalification cum technical documents on given website of tender.
- (d) Any bid not accompanied by an acceptable Bid security shall be rejected.
- (e) The Bid Security of the successful Bidder shall be returned upon the execution of the contract Agreement and on receipt of the Performance Guarantee.
- (f) The Bid Security of the unsuccessful Bidder shall be released within 30 days when the contract Agreement has been signed with the successful Bidder.
- (g) The EMD shall be forfeited: -
 - (i) If the Bidder withdraws his tender during the period of Tender validity; or
 - (ii) If the successful Bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Guarantee within the time specified by the Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073.

6. PERFORMANCE SECURITY:

6.1 The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of 'Letter of Offer' for an amount of Rs. 90,000/- (rupees Ninety Thousands only) in the form of Fixed Deposit Receipt or Bank Guarantee ([Annexure VII](#)) from a Nationalised/Commercial bank, in an acceptable form in favor of Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073

6.2 The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

6.3 If any information furnished by the Contractor is found to be incorrect at any time, the tender /contract /agreement is liable to be terminated without any notice and the EMD/Performance Security is liable to be forfeited by the Department.

6.4 Performance Security shall be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

7. REJECTION OF PROPOSAL:

Hospital Authority reserves the right to accept or reject all or any of the proposals without assigning any reason whatsoever. It is not obligatory for the hospital to accept any proposal or to give any reasons for their decision.

Hospital reserves the right not to proceed with the bidding process at any time, without notice or liability.

8. CORRESPONDENCE WITH THE BIDDER

After opening of the tender, there will be no correspondence between the firm and hospital authorities in relation to acceptance or rejection of any bids.

However, to facilitate the evaluation of the bids hospital may, at its sole discretion, seek clarifications in writing from any bidder regarding its proposal or obtain additional documents in respect of submitted documents, if so required.

9. PRE BID MEETING

In order to clarify any points related with the clauses or scope of work/services to be performed under the contract, a pre-bid meeting is scheduled as per above mentioned schedule.

10. AWARD OF CONTRACT

Hospital authorities will award the Contract to the Bidder whose Tender has been determined to be substantially responsive to the Tender Document technically and who has offered the Lowest Evaluated Tender price.

In case of tie, the work order will be given to the bidder who has higher turnover. If the turnover is also same, the successful bidder will be decided on the basis of lottery.

This shall be conducted with prior notice in the presence of tie bidders who wish to attend.

11. SIGNING OF AGREEMENT

The Bidder should note that in the event of acceptance of the Tender, the Bidder will be required to execute the contract Agreement with the hospitals within a period of 15 days from the date of issue of the Letter of acceptance.

12. SITE VISIT

The tenderer is advised to visit and examine the Site of Works and its surroundings at his/their cost and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a Contract.

The agency shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Tender.

13. AMENDMENT TO TENDER DOCUMENTS

At any time prior to the deadline for the submission of tenders, the hospital may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective tenderer, modify the tender documents by an amendment.

The said amendment in the form of an addendum will be made available on the website <https://govtprocurement.delhi.gov.in>

14. DURATION OF RATE CONTRACT

Contract shall be for one year from the date of the issue of the rate contract and further extendable to one more year subject to satisfactory performance or till finalization of fresh tender, whichever is earlier.

15. Minor Deviation:

The department may waive any minor infirmity or non conformity in a bid, which doesn't cause a material deviation, provided such a waiver does not prejudice or affect the requirements/performance. Decision of the prequalification cum technical committee shall be final in this regard.

16. DISPUTES AND ARBITRATION:

All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter shall be referred to the Arbitrator as appointed by the Lt. Governor, Delhi. Courts at Delhi / New Delhi shall have jurisdiction in connection with any dispute / litigation arising out of this contract.

GENERAL TERMS AND CONDITIONS

1. The items offered shall have to meet the specifications.
2. The tenderers/bidders should strictly refrain from offering item(s) with specification other than as asked for in the tender document. In the event of a tenderer/bidder offering any item(s) in deviation/contrary to the laid down specifications the Hospital Authority will be the competent authority to cancel such an offer without any intimation to the tenderer/bidder. Final decision of prequalification cum technical evaluation lies with prequalification cum Technical Committee constituted for this purpose.
3. Tenders will be quoted only by the actual manufacturer or their authorized distributors or selling agent of a particular firm. The tenderer is responsible for the supply of medical gases during validity of rate contract. The successful Tenderer will have to submit an authority letter in support of uninterrupted supply during validity of rate contract from the actual manufacturer concerned. This authority letter shall have to be submitted along with the offer acceptance letter. If the Principal manufacturer withdraws its distributorship from the tenderer during validity period of approved rates, Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073 has full right to cancel the tender and performance security will be forfeited.
4. **RISK PURCHASE:-**
In case the tenderer fails to deliver the particular item or items with in scheduled time, the hospital reserves the right to procure the item from open market/other hospital Rate Contract and the loss to the govt. on account of excess expenditure incurred will be charged from the approved firm.
5. No legal action, suit or prosecution shall be liable against Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073 or any person for anything that is done in good faith or intended to be done in the pursuance of tender.
6. **FORCE MAJEURE: -**
Any failure of omission or commission to carry out the provisions of the contract by the supplier 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 all acts of natural calamities such as fire, flood, earthquake, hurricanes, nay pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lockouts, strikes, riots, embargos or from any political or other reasons beyond the suppliers control including war (whether declared or not), Civil war or state of insurrection, provided that notice of the occurrence 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.
7. **Penalty Clause:**
Supply should be made on the day to day basis. Failure in supply of gas shall result in penalty equivalent of cost of one day supply of same gas for each day of non supply. In case of failure of supply beyond five days will result in forfeiture of Performance security. Medical superintendent has the right to purchase the essential medical gases from open market/other hospital Rate Contract in case of non supply by the contractor.
8. Company should provide adequate manpower for internal transportation of cylinders at its own cost.
9. The hospital own cylinders should not be used for any other hospital and they should be coloured differently to segregate from the company own cylinders.
10. The firm should have adequate space for storage of cylinders with all safety as per requirement.
11. The firm will have to replace the lost cylinders at its own cost.
12. The firm should not tamper the hospital owned cylinders and should not cut/condemn them without prior intimation to the hospital authorities writing.
13. The tenderer shall have to submit a proof of depositing GST to the hospital authorities if asked for. In case GST is not being paid at the time of billing, supplier will have to furnish a certificate on the body of the bill that the GST charged from the hospital will be deposited with the GST department as applicable under rules and copy of the challan will be provided to the hospital as and when directed.

14. The goods including for works contract shall be supplied by bidder or its authorized distributor in Delhi and against a sale INVOICE ISSUED FROM DELHI. THE DELIVERY OF Goods shall also be made from Delhi. The bidder dealer or its authorized distributor as the case may be, who supplies the goods should be registered under GST. The bidder shall however be responsible for compliance with all conditions warranties/guarantees, irrespective of the fact that the goods are supplied by him directly or through its authorized distributor.
15. The cost of insurance of goods / articles shall be paid by the tenderer.
16. While quoting the rates, code no. of the tender list must be indicated and the quotation should be in the prescribed performa for Price Bid ([Annexure IV](#)). The prices quoted should be at par and conform to the prices quoted in other Govt/Private Hospitals / Institutions.
17. Tenderer will quote firm rates. No condition like discounts in price free goods/incentives will be accepted towards finalization of the tenders. Rates should be according to a unit. If the unit quoting of rates is in variation to the prescribed unit, the hospital authority has power to cancel the quotation without any information to the tenderer.
18. The tenderer is bound to supply the stores during the validity of the tender at the approved rates. The rates quoted should be certifying as the lowest quoted for any govt. or Pvt. Hospital in India. If the rate of any item is reduced due to any reasons during the validity of the tender, the tenderer should intimate the hospital of reduced rates immediately and should charge reduced rates instead of rate quoted. The tenderer should quote the rates (even in r/o foreign make items) in Indian Rupees only and thus it shall be binding on the part of the approved supplier firm to supply the stores on F.O.R basis at Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073, at the approved rates throughout the validity period of the tender.
19. No commitment is being given on minimum quantity to be procured.
20. If D-form is required by the contractor, the same will be provided by the hospital.
21. The Medical Superintendent or his authorized officer will have the right to review the working of the contract from time to time. If at any time, it is found that the Tenderer has failed to fulfill any of the conditions of this contract or that his working is unsatisfactory, the Medical Superintendent may terminate the contract after giving the Tenderer one month's notice. No such notice will be necessary if the contract is terminated on the ground of misconduct or any other act the Medical Superintendent may deem fit.
22. Exit Clause – On mutual agreement between MS, RTRMH and the successful bidder, the bidder may be allowed to exit the contract three months after giving notice.

Tender ID No. :

ANNEXURE-I

**GOVERNMENT OF N.C.T. OF DELHI
OFFICE OF THE MEDICAL SUPERINTENDENT
RAO TULA RAM MEMORIAL HOSPITAL
JAFFARPUR, NEW DELHI – 110073**

Tender Form

Affix duly attested
passport size recent
photograph of the authorized person

1. Name of the tenderer:
2. Full postal address:
3. Telephone No.
Fax No.
E-mail ID:
4. Whether the tendering firm is manufacturer of items or supplier.
5. Name of person who are responsible for conduct of business

Sl. No.	Name	Father's/ Husband's name	Age	Residential Address
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6. Name of Govt. Hospitals/institutions
to which the tenderer already supplied the
items

7. Has the tenderer ever been black listed
by any Govt. agency?
If yes, give details.

8. Are any cases pending in the court
related to any supplies?
If yes, give details (attach separate sheet)

9. Registration No of GST
with attested copy of Registration number

10. PAN NO.

11. Details of EMD deposited:

- (a) Amount Rs. (in words)
- (b) Detail of FDR/Bank Guarantee
- (c) Name of issuing authority

12. Does the firm have the adequate
facilities to check the quality?

I, _____ prop. /partner/Director of
M/s _____

_____ hereby declare that the information given in
this form is true & correct to the best of my knowledge & belief.

I offer to supply the items mentioned in the schedule (enclosed in price bid) at the rates quoted
therein. I agree to hold this offer for one year and extended period, if any, after finalization of
rate contract.

Yours faithfully

Dated: _____

Signature _____

Name of tenderer _____

Address _____

Telephone No. _____

Seal of tenderer/Firm

WARNING: - If information furnished in this form is found incorrect, the tender will be rejected and
further, tenderer will be black listed.

ANNEXURE-II

Specifications for Medical Gases and Terms and Conditions

1. Medical Oxygen:-

- A) Certified pure $\geq 99.5\%$
- B) Certified safe for human use.
- C) Should not cause any damage to the materials of cylinders, Gas pipeline, Anesthesia machine and ventilators.
- D) Medical grade I.P.

2. Nitrous Oxide:-

- A) Certified pure $\geq 99.5\%$ in liquefied form.
- B) Humidity and other impurities zero percent.
- C) Certified safe for human use.
- D) Should not cause any damage to the materials of cylinders, Gas pipeline, Anaesthesia machine.
- E) Medical grade I.P.

3. Carbon dioxide:-

- A) Medical grade I.P.
- B) Certified safe for human use.
- C) Should not damage any instrument used with it e.g. Laparoscope etc.

Note: Common to all Gases:

1. Requirements and demand will be according to need.
2. The firm should have sufficient number of cylinders to maintain a buffer stock at least for next three days in the hospital every time.
3. The firm should give an undertaking to be always able to supply large quantities of gases in case of emergencies e.g. mass casualty, epidemics etc. even in odd hours.
4. Firm should be able to supply medical gases to the gas store Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073 between 9 AM to 4 PM in routine. In case of delayed supply or extra emergency demand, supply will be received with the consent of hospital authorities.
5. The firm should take responsibility to maintain color code of all medical gases cylinders including those belonging to the hospital. (**Oxygen**-Black body white shoulder, **Nitrous oxide**-Blue, **Carbon-di-oxide**= Grey)
6. The firm should take responsibility of routine checking/repair/ maintenance/ testing of all cylinders before filling on its own cost.
7. The company's cylinders should be tested and certified safe by the department of explosives. Pressure of full Oxygen cylinders must be $140 \pm 5 \text{ kg/cm}^2$. Cylinder should be of good quality, painted with specified colour, and good condition of valve and with standard pressure regulators.
8. The firm should have infra-structure for manufacturing, filling and testing with good track record of medical gases at large scale, based in Delhi or in surrounding areas.
9. The firm must certify that the cylinders are inspected and certified by Bureau of Indian Standards (BIS)/WHOGMP/DGQ/AIA and approved for filling by Chief Controller of Explosives, Nagpur. Photocopy of above certificates must be enclosed from BIS & CCE Nagpur.
10. The supply of Medical Gases should be available round the clock as and when required.
11. The firm is bound to submit the purification test report of respective gas along with each batch of supply.
12. The firm should have in-house facility for testing of gases. The firm should have full time chemist to operate the laboratory.
13. The tenderers are bound to supply the store during the validity of tender at the approved rates. The rates quoted should be certified as the lowest quoted for any institution in

India. If the price of any item is reduced due to any reasons during the validity of the tender he will intimate to this hospital the reduced rates immediately and will charge reduced rates instead of rates quoted.

14. The firm should have adequate and efficient transport for supplying of Medical gases. There should be not being any interruption in supply.
15. The payment will be made after the receipt of gases and completion of all codal formalities. No advance will be made.
16. Compressed gases should be free from moisture, oil and other impurities. Quality control of gases must be strictly adhered to.
17. The bidder should supply the proper sealed cylinders with label tag mentioning the date of filling, pressure, weight (empty and filled) and content of cylinder. Cautionary note should be there.
18. Each cylinder must be supplied with protecting guard on valve and other safety measures as per guidelines.
19. On expiry of rate contract, the bidder is bound to supply the gases, ones till the finalization of next tender for medical gases and its effective working.
20. The medical gases of second party should confirm to I.P. 1996/B.P./USA Standards.
21. Cylinder should be marked and in good condition with proper ring on the neck of cylinder showing date of last testing and date of testing due.
22. All cylinders should be supported with ISI certificate, hydraulic test certificate and approval certificate from explosive department, Government of India, Nagpur.
23. Tenderer should give an undertaking stating that in case, the firm fails to maintain standard laid down for medical gases usage and some mishap occurs, the firm will be responsible.

Medical Superintendent
Rao Tula Ram Memorial Hospital

Tender ID No. :

ANNEXURE-III

UNDERTAKING

To (To be executed on Rs. 100/- Non Judicial stamp Paper)

The Medical
Superintendent,
Rao Tula Ram Memorial Hospital,
Jaffarpur,
New Delhi-110073.

1. I/we ----- Prop/Partner/Director/Authorized Signatory of M/s-----

certify that I/we have gone through the terms and conditions mentioned in the tender and undertake to comply with them. The rates quoted by me are valid and binding on me/us if accepted for the duration contract period.

2. I/we, the undersigned hereby bind myself to Lt. Governor, Delhi for supply of various items to Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073, during the contract period commencing from the date of award of rate contract and valid for one year.

3. That the articles shall be of the best quality and kind and as per requirement of the institution. The decision of the Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073 as regards to the quality and kind of articles shall be final and binding on me

4. Earnest Money (EMD) deposited by me/us viz. _____ (Rs. _____) in the Name of "Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073." is attached herewith and shall remain in the custody of Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073 till the expiry of the tender or its rejection and I/we will not ask for refund of EMD during the validity of tender.

5. Should any delay occur on my/our part, I/we or my/our agent fails to supply the article at the appointed place and hour; the Medical Superintendent may purchase those from any other sources and deduct the amount if any, paid extra in connection therewith from the bills submitted by me or I will deposit the total amount of loss incurred to the cashier of the hospital and deposit TR-5 receipt in Purchase Branch. Performance security may be forfeited as per tender clause deposited by me.

6. The Medical Superintendent shall not be bound to take all or any of the articles enumerated in tender item list.

7. The conditions herein contained shall form part or shall be taken as included in the agreement to be entered into or treated as agreement itself at the discretion of Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073.

8. Should the said officer deem it necessary to change any article on its being found of inferior quality, it shall be replaced by me in time to prevent any inconvenience.

9. I/we, hereby undertake to supply the items during validity of the tender as per direction given in supply order within stipulated period positively and will provide uninterrupted supply of gasses within 24 hours even after receiving telephonic information and within 8 hours in case of emergency.

10. It is verified that prices quoted by me/us are lowest hospital rates/ Institutional rates and are not higher than the M.R.P/ Prevailing market rate. If it is found false, the firm shall be penalized or blacklisted. If the rate of any item is reduced due to any reasons during the validity of the tender, I /we shall intimate the hospital of reduced rates immediately and shall charge reduced rates instead of rate quoted.
11. I/We declare that my/our firm has not been blacklisted /debarred by any of the Govt. Hospitals/Institutions and there is no vigilance / CBI case or court case pending against the firm / supplier.
12. I/ We undertake that, for item of limited shelf life, in case the goods supplied by me / us are not consumed within the shelf life period , the same will be replaced immediately by the firm on receipt of communication from the hospital before three month of expiry in this regard. I/we agree that in case replacement is not possible, for any reason, any amount equivalent to the value of unconsumed stores will be remitted to the hospital / will be deducted from the pending / future bills.
13. I agree to accept the amount of the bill to be paid by the purchaser after completion of all codal formalities and should any amount of the bill found by the audit office or Govt. of Delhi to have been over-paid, the amount so found shall be refunded by me/us.
14. Certified that I/We have paid the Income Tax as assessed for the period 2016-2017.
15. Certified that I/We have paid the VAT as assessed for the period ending on 30 June, 2017 and proof thereof is enclosed.

Signature of the tenderer

Name of the tenderer

Stamp of the firm.

Date

ANNEXURE –IV

**GOVERNMENT OF N.C.T. OF DELHI
OFFICE OF THE MEDICAL SUPERINTENDENT
RAO TULA RAM MEMORIAL HOSPITAL
JAFFARPUR, NEW DELHI – 110073
PRICE BID FORMAT**

TENDER ID NO _____
DUE ON _____

Item Code No.	Name of the Item	Rate Per Cylinder in INR (excluding GST)	
		Rates Hospital owned Cylinders inclusive of maintenance charges	Rates Company owned Cylinders inclusive of maintenance charges
A	Medical Oxygen	Column-1	Column-2
i.	'AA' Type		
ii.	'A' Type (1.0 cubm)		
iii.	'B' Type (1.5 cubm)		
iv.	'D' Type (7.0 cubm)		
B	Nitrous Oxide		
i	'AA' Type		
ii	'A' Type (3.3 Kg/1.85 cubm/1700 L)		
iii.	'B' Type (6.2 Kg/3.5 cubm/3500 L)		
iv.	'D' Type (30 Kg/16.80 cubm/17000 L)		
C	Carbon dioxide		
i.	'AA' Type		
ii.	'A' Type (3.30 Kg)		
iii.	'B' Type (6.26 Kg)		
iv.	'D' Type (30.0 Kg)		
D	AIR (Medical Grade for Safe human use)		
i.	'A' Type (1.0 cubm)		
ii.	'B' Type (1.5 cubm)		
iii.	'D' Type (7.0 cubm)		
	SUM TOTAL (A+B+C+D)		

GRAND TOTAL (COLUMN 1+2):

Note:-

1. The rate should include basic unit price, transportation charges, cylinder holding charges, packing charges, testing, repair, maintenance (colour coding, replacement of valve, spindle and its parts) and octroi etc. excluding GST.
2. The Bidder must upload their financial bids in Indian Currency only (INR).
3. L1 will be decided on the Grand total (Column-1+column-2).
4. No Column should be left blank which would be otherwise making the tender liable for rejection.
In case of tie, the work order will be given to the bidder who has higher annual turnover. If the annual turnover is also same, the successful bidder will be decided on the basis of lottery. This shall be conducted with prior notice in the presence of tie bidders who wish to attend.
5. The bid shall be summarily rejected, if a bidder fails to quote rate or quote "0/nil" against any of the item given in the price bid.
6. The price bid must be uploaded in PDF format only.

Dated:

Name of bidder :

Signature of bidder:

With seal

Annexure-V

Tender ID No

Due on

CRIMINAL LIABILITY UNDERTAKING ON Rs. 10/- AFFIDAVIT

I.....S/o..... Resident of

.....

..... do solemnly pledge and affirm: -

1. That I am the proprietor /partner/authorized signatory of

M/s.

2. That my firm has not been declared defaulter by any govt. agency and that no case of any nature i.e. CBI, Criminal/Income Tax/ Sales Tax/ Blacklisting is pending against my firm.

Dated:

Name

Signature with rubber stamp

Affirmation/Verification

Annexure VI

(To be made on Rs. 100/- e-Stamp by successful bidder)

Agreement for refilling of Medical Gases on contract at Rao Tula Ram Memorial Hospital

This Agreement is made between Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073 (1st Party) and M/s..... (2nd Party) on dated to award the contract of refilling of Medical Gases in cylinders of RTRM Hospital for one year.

The Second Party has offered the refilling of Medical Gases in RTRM Hospital. The Tender Open Committee has been accepted the quoted rates by the second party for refilling of Medical Gases with following terms & conditions:

1. The second party will make supply at least twice in a week and the store is to be replenished as per the requirements of the hospital. Further the supply are to be made in emergency circumstances in addition to this routine supplies. If the supplies are not made as per the schedule/requirement. Supply should be made on the day to day basis. Failure in supply of gas shall result in penalty equivalent of cost of one day supply of same gas for each day of non supply. In case of failure of supply beyond five days will result in forfeiture of Performance security. Medical superintendent has the right to purchase the essential medical gases from open market/other hospital Rate Contract in case of non supply by the contractor.
2. The delivery of gases by the second party are to be made to the concerned store as would be mentioned in the supply order.
3. The rates quoted by the second party are inclusive of transportation charges and cylinder repair/maintenance/testing/holding charges.
4. The second party has to collect the empty cylinders from the hospital and replace the same after refilling of cylinders to the hospital.
5. The second party cannot destroy/dismantle/cylinders without prior intimation and permission from the hospital authority.
6. That the second party should supply gases to the hospital at any time in case of acute shortage due to emergency/disaster at no extra charge for the transportation at that time.
7. That the second party has to supply the refilled cylinder within 24 hours after telephone requisitions/order from the hospital and within 8 hours in case of emergency.
8. That the medical gases of second party should confirm to I.P. 1996/B.P./USA Standards.
9. That the compressed medical Air should be free from all impurities (oil, moisture & other gases).
10. That the second party has full-fledged laboratory as per I.P. requirements for testing of gases.
11. That the second party has in house facility for testing of cylinders and CCE approved test shop. The cylinders are to be tested and filled as per gas Cylinders Rules 2004.
12. That the second party is bound to submit the test report along with each batch of supply.
13. That all cylinders should be supported with ISI certificate, hydraulic test certificate and approval certificate from explosive department, Government of India, Nagpur.
14. That the second party is bound to supply the store during the validity of tender at the approved rates. If the price of any item is reduced due to any reasons during the validity of tender the firm will intimated these to the Medical Superintendent, RTRM Hospital (1st Party) from then reduced rates immediately and will charge the reduced rates instead of rates quoted.
15. That the firm will be paid after the receipt of item and completion of all codal formalities. No advance payment will be made.
16. That the firm will bound to supply item within the stipulated period, failing which action will be taken as per tender clause and proceeding will be constituted against the firm to blacklist them.
17. That the second party shall supply the medical gases to the hospital during contract for one year, to be extended for further one year, if satisfactory on mutual agreement.

18. The second party should have adequate and efficient transport system for supplying of medical gases. There should not be any interruption in supply.
19. In case the second party fails to deliver the services within the scheduled validity period, the hospital reserves the right to procure the service from the open market/other hospital Rate Contract and losses to the government on account of excess expenditure incurred will be charged from the firm, deduct the amount if any, paid extra in connection therewith from the bills submitted or who shall deposit the total amount of loss incurred to the cashier of the hospital and deposit TR-5 receipt in Purchase Branch with detail bills to be cleared only after full supply of items against a given code have been made.
20. For non supply or not providing the services in reasonable time the performance security money shall be forfeited as per the Penalty Clause.
21. That the first party has exclusive powers to accept or reject any, cancel the supply order at any time without assigning reason.
22. All disputes shall be subject to Delhi Jurisdictions.

In the event of my committing any breach of terms & conditions contained herein the Government shall be at liberty to terminate agreement herewith and without prejudice to other right and shall be entitled to forfeit the performance security money Rs. 90,000.

In faith and Testimony the parties have set them bound to this agreement at New Delhi on the day in presence of the following witnesses

Tender ID No. :

Annexure-VII

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the "Bank") of the one part and _____ (Name of the Authority / Hospital / Department) (hereinafter called the "Authority / Hospital / Department") of the other part.

2. WHEREAS _____ (Name of the Authority / Hospital / Department) has awarded the contract for Supply of Medical gases at agreed rates (hereinafter called the "contract") to M/s _____ (Name of the contractor) (hereinafter called the "contractor").

3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. _____ (Amount in figures and words).

4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Authority / Hospital / Department the full amount of Rs. _____ (Amount in figures and words) as stated above.

5. After the Contractor has signed the aforementioned contract with the Authority / Hospital / Department, the Bank is engaged to pay the Authority / Hospital / Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Authority / Hospital / Department to indemnify the Authority / Hospital / Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Authority / Hospital / Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor.

The Bank shall pay to the Authority / Hospital / Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least 60 days longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the Authority / Hospital / Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Authority / Hospital / Department and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.

9. The neglect or forbearance of the Authority / Hospital / Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Authority / Hospital / Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions "the Authority / Hospital / Department", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year) being herewith duly authorized. For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name _____

Designation _____

I.D. No. _____

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness-1.

Signature _____

Name _____

Address _____

Witness-2.

Signature _____

Name _____

Address _____

Tender Enquiry No. :

Annexure-VIII

Joint Bidding Agreement in case of Consortium

JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of..... 2017

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956}* and having its registered office at (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956}* and having its registered office at (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

- (A) _____, represented by its _____ and having its principal office at _____ (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications") by its tender document No. dated for 'Supply of Medical Gases' in _____ hospitals in Delhi
- (B) The Parties are interested in jointly bidding for the Supply of Medical Gases as members of a Consortium and in accordance with the terms and conditions of the tender document and
- (C) It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

* This should be modified by the Applicant according to its legal status namely a Partnership, Proprietorship, Society, Trust, Section-25 of Company Act

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Request for Proposal document.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for Supply of Medical Gases.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Supply of Medical Gases, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Supply of Medical Gases, the SPV as per the terms of BID DOCUMENT will enter into an Agreement with the Authority and for performing all its obligations as the Service Provider in terms of the Agreement for the Supply of Medical Gases.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the expiry/termination of Agreement.
- (b) All the lead members will have to meet the Technical Capacity and pre-qualification criteria on its own capacity.
- (c) Party of the Second Part shall be the Member of the Consortium;

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Supply of Medical Gases and in accordance with the terms of the tender document, and in accordance with the Agreement.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the law of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage Agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.
- (e) The members will comply with equity requirements during the Term of Agreement as per the BID DOCUMENT.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry/termination of the Agreement is case the work is awarded to the Consortium. However, in case the Consortium is either not pre- qualified or does not get selected for award, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the EMD by the Authority to the Bidder, as the case may be.

8. Miscellaneous

8.1 This Joint Bidding Agreement shall be governed by laws of India.

8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:	SECOND PART by
(Signature)	Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

In the presence of:

- 1.
- 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Tender ID No. :

Annexure-IX

Power of Attorney for Lead Member of Consortium

Whereas the _____ ("the Authority") has invited applications from interested parties for the ' _____ ").

Whereas, _____, and _____ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the tender in accordance with the terms and conditions of the tender and other connected documents in respect of the tender, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the tender and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____ having our registered office at _____, M/s. (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Supply of Medical Gases and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the tender, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Supply of Medical Gases and/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2....

For _____ (Signature)

_____ (Name & Title)

For _____ (Signature)

_____ (Name & Title)

Witnesses:

1.

2.

..... (Executants)

(To be executed by all the Members of the Consortium)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

Tender ID No. :

Annexure-X

MODEL BANK GUARANTEE FORMAT FOR BID SECURITY (EMD)

To

The _____

WHEREAS

(name and address of the bidder) (hereinafter called "the Applicant ") has undertaken to submit proposal/application for the NIT no..... dated to provide _____ services (herein after called "the Services").

AND WHEREAS it has been stipulated by you in the said contract that the Applicant shall furnish you with a bid security in the form of bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the NIT/tender terms and conditions;

AND WHEREAS we have agreed to give the Applicant such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Applicant , up to a total of Rs _____ (Rupees _____ only), and we undertake to pay you, upon your first written demand declaring the Applicant to be in default under the tender terms and conditions and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the NIT/tender documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch