

**JAWAHARLAL NEHRU MEDICAL COLLEGE & HOSPITAL, BHAGALPUR**

**TENDER /BID DOCUMENT**

**OPEN -TENDER FOR COMPREHENSIVE MAINTENANCE CONTRACT FOR AIR CONDITIONER, INSTALLED IN DIFFERENT DEPARTMENTS OF THE INSTITUTE, FOR A PERIOD OF TWO YEARS OR TILL THE FINALIZATION OF THE NEXT TENDER, WHICHEVER IS LATER.**

<b>Tender Reference No.</b>	<b>JLNMCH/Ac/2017-19..... Dated.....</b>
<b>Date of Commencement of sale of Tender Document</b>	<b>1<sup>st</sup> day of Publication in News Paper</b>
<b>Last Date for sale of Tender Document</b>	<b>3<sup>rd</sup> day prior to the last date of tender receiving.</b>
<b>Last Date and Time for Receipt of Tender</b>	<b>21 day of 1<sup>st</sup> Publication up to 5 :00 PM</b>
<b>Place of Submission of Tender</b>	<b>Superintendent, JLNMCH, MAYAGANJ, BHAGALPUR</b>
<b>Pre-bid meeting date/time &amp; place</b>	<b>7<sup>th</sup> day of the 1<sup>st</sup> Publication in the news paper of 11:00 AM</b>
<b>Time and Date of Opening of Technical Tender</b>	<b>3<sup>rd</sup> day of last date of receiving the tender at 1:00 PM. In Superintendent Chamber</b>
<b>Place, Time &amp; Date of Opening of Price Tender</b>	<b>Superintendent Chamber, 7 days day after Technical Bid Opening, at 1:00 PM.</b>
<b>Cost of the Tender Document</b>	<b>Rs. 10,000/- (Ten thousand Only.</b>
<b>Cost of Earnest Money Deposit (EMD)</b>	<b>Rs. 50,000/- (Fifty thousand Only.)</b>

Bidders /Tenderers can download the tender /bid document from website at [www.jlnmchbhagalpur.org](http://www.jlnmchbhagalpur.org) Bidders /Tenderers are required to submit their bid through registered post to the Superintendent JLNMCH, Mayaganj, Bhagalpur.

Tender document can also be procurement from the Institute on the payment of Rs. 1000/- in cash/Cheque/D.D in favour of R.K.S, JLNMCH, Bhagalpur.

In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time..

Superintendent  
JLNMCH, Bhagalpur

## **NOTICE INVITING TENDERS (NIT)**

Tenders, in two-bid system, are invited by Superintendent, JLN MCH, Bhagalpur, for processing of stores /items for the Institute, as per enclosed specification and related terms and conditions.

Sl. No.	Name of the Equipment	Manufacturer /Company	Earnest Money Deposit (EMD)
	<b>Tender for Comprehensive Maintenance Contract for Air Conditioner, installed in different departments of the Institute, for a period of two years or till the finalization of the next tender, whichever is later.</b>		Rs 50,000.00 (Rupees Fifty thousand only)

1. Bidders /Tenderers can download the bid document from website at [www.jlnmchbhagalpur.org](http://www.jlnmchbhagalpur.org). Bidders /Tenderers are required to submit the bid through registered post to the Superintendent, JLN MCH, Bhagalpur.
2. Non -Refundable Tender Fee of **Rs 1000.00** (Rupees One thousand only) in the form of Banker's Cheque or Demand draft, drawn in favour of Rogi Kalyan Samiti, JLN MCH, Bhagalpur within the stipulated date and time.
3. In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
4. Bidders/Tenderers need to submit required documents like GST, PAN Number/Card, valid document regarding the existence and registration of the firm along with the with Technical bid, as per Check List (Section XXI)
5. The technical bids will be opened by a committee of members duly constituted for the purpose at the time and date as specified in the tender document. All statements, documents, certificates, proof of EMD /Tender fee /Affidavits, etc Submitted by the bidders will be verified and do the technical evaluation and the result of technical bid evaluation will be displayed on [www.jlnmchbhagalpur.org](http://www.jlnmchbhagalpur.org). which can be seen by all bidders who participated in the tender.
6. The Financial bid (price bid) only technically qualified bidders will be opened by a committee of members and the result will be displayed on the [www.jlnmchbhagalpur.org](http://www.jlnmchbhagalpur.org) which can be seen by all bidders who participated in the tender.
7. No work will be allotted to the bidder, contractors, Suppliers, stockists, bonded warehouse, private carriage contractors, cooperative societies etc except under a valid trading license issued by the Nagar Nigam of the District of residence.
8. The firm has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that the firm is not maintain the same item at lower rates quoted in this tender to any Government/Private organization or any other institution during past one year, as per "FALL CLAUSE" adhered by DGS & D and other Government agencies.

14. The firm has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that there is no vigilance/CBI /FEMA case pending against the firm/supplier.
15. At any time prior to the date of submission of bid, Superintendent JLMCH, Bhagalpur may, for any reason, whether at his own initiatives or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment. All prospective bidders/tenderer who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid. Superintendent, JLMCH, Bhagalpur, may at his discretion, extend the date and time for submission of bids.
16. The tendered rates and the validity of bids shall be for a minimum period of two years from the date, as the tender are finalized /awarded.
17. Superintendent, JLMCH, reserves all rights to make any changes in terms and conditions of the tender and also to reject any or all bids without assigning any reason thereof.
18. Settlement of disputes – Superintendent, JLMCH, Bhagalpur or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.

For any clarification and further details please contact @ Telephone No: 0641-2409555 or contact in person during office hours.

Superintendent  
JLMCH, Bhagalpur

## **ANNEXURE: A: DETAILED TERMS AND CONDITIONS OF TENDERS**

1. The **Two Tender System**, i.e. "Technical Tender" and "Price /Finance Tender" prepared by the tenderer shall comprise the following:

**A) Technical Tender (Un priced Tender)**

- i) Tender Fee and Earnest Money Deposit (EMD)
- ii) Tender Form (Un -priced).
- iii) Documentary evidence, as necessary in terms of establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Documents and relevant details to establish that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- v) Performance Statement along with relevant copies of orders and end users' satisfaction certificate.
- vi) Price Schedule as per (Financial Bid) with all the details including maintain. of the goods offered with prices blank (without indicating any prices).
- vii) Certificate of Incorporation in the country of origin.

**B) Price Tender:**

It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

1. Price bid format only to be submitted
2. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
3. Tender document sent by Courier /Fax /Mail or any other related mode, other than by Registered Post, shall be ignored/rejected.

PLEASE NOTE THAT PRICES SHOULD NOT BE INDICATED IN THE TECHNICAL BID. THE PRE-QUALIFICATION DOCUMENTS INCLUDING TENDER FEE/ E.M.D./BID SECURITY AS REQUIRED IN THE TENDER DOCUMENT SHOULD INVARIABLE BE ACCOMPANIED WITH THE TECHNICAL BID.

NOTE: -TENDERS SUBMITTED WITHOUT FOLLOWING TWO-BID SYSTEM PROCEDURE AS MENTIONED ABOVE WOULD BE SUMMARILY REJECTED.

4. The tenderers should give rates, showing taxes, if any, and levies, packing forwarding and insurance charges. Tender not confirming to these requirements shall be rejected and no correspondence will be entertained whatsoever.
5. The tendered rates and the validity of bids shall be for a minimum period of two years from the date, as the tender are finalized /awarded, till the finalization of next tender by the Institute, whichever is earlier.

9. EACH TENDER SHOULD BE ACCOMPANIED WITH AN TENDER FEE/ EMD/BID SECURITY (IF APPLICABLE) FAILING WHICH THE TENDER SHALL NOT BE CONSIDERED FOR ACCEPTANCE AND WILL BE OUTRIGHTLY REJECTED.

10. If the services is not effective, the Superintendent, JLNMCH, Bhagalpur will have the right to impose penalty as indicated.

11. In case of non provision of services within the stipulated date, The Superintendent, JLNMCH, Bhagalpur will have the right to impose penalty as deemed fit to resort to risk purchase in full or part thereof at his/her discretion, his/her decision shall be final and binding.

12. GST imposed by the Govt. of India from time to time will be authorized extra on demand with adequate proof thereof.

13. The Superintendent, JLNMCH, Bhagalpur shall be the final authority to reject full or any part of the service which is not confirming to the specification and other terms and conditions.

14. No payment shall be made in advance. The tenderer would remove rejected items within two weeks of the date of rejection at their own cost and replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without any further notice.

15. Tenderers submitting tenders would be considered to have considered and accepted all the terms and conditions. No inquiries verbal or written shall be entertained in respect of Acceptance or rejection of the tender.

16. GST and other statutory levies should be shown separately and should not be included in the maintenance price. Otherwise it will not be considered.

17. The quantity shown in the schedules can be increased or decreased to any extent depending upon the actual requirement.

18. Any action on the part of the tender to influence anybody in the said Institute will be taken as an offence and the tender submitted by the firm will subsequently be rejected.

19. The price charged for the Stores/Equipment's, under the maintenance contract, by the supplier shall in no even exceed the lowest price at which the supplier the Stores/Equipment's of same identical description to any other person/organization/ Institution during the currency of the contract as per fall clause adhered by D.G.S.& D. If at any time, during the said period the supplier reduced the said prices of such/Stores/Equipment or sales such stores to any other person/organization/ Govt. Institution/ Co. Operative Stores at price lower than the quoted price, he shall forthwith notify such reduction or sale to the Superintendent, JLNMCH, Bhagalpur and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced and should attach an undertaking on non-judicial stamp paper of Rs 10/- duly attested on acceptance of the offer , before placement of order .

20. If at any time, any question, dispute or difference whatever shall arise between the two parties (JLNMCH, BHAGALPUR on the one hand and vendor on the other hand) in relation to the maintenance either of the parties may give to the other notice in writing the existence of such a question, dispute or difference and the same shall be referred to two arbitrators, one to be nominated by the firm. Either party shall serve such a notice of the existence of any question, dispute or difference in connection with this maintenance within 30 days of the beginning of such dispute failing which all right or claims shall be deemed to have been forfeited and absolutely barred. Before proceeding with the reference the arbitrators shall appoint/nominate an umpire. In the event of the arbitrators not agreeing in their award the umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitrator shall be at

The provision of the Indian Arbitration and Act 1996 and of rules framed if under and any statutory be Reconciliation modifications thereof shall be deemed to incorporated for the supply, installation, installation and apply and commissioning etc.

Upon every or any such reference the cost of any incidents to the reference and awards respectively shall be at the discretion of the arbitrators on in the event of their not agreeing of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manners the same shall be borne and paid.

22. The courts at Bhagalpur will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Bhagalpur court shall have jurisdiction in the matter.

23. Any failing of omission to carry out the provision of the contract by the agency shall not give rise to any claim by any party, one against the either, if such failure of omission or arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake hurricane or any pestilence or from civil strikes, compliance with any stature and/or regulation of the Government, lookouts and strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state or insurrection, provided that notice or the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to force major conditions.

24. The tenderer/ bidder shall furnish a non-blacklisting affidavit that the firm has not been blacklisted in the past by any government/ Private institution. The tenderer/ bidder has to give an affidavit on non-judicial stamp paper duly attested of Rs.10/- that there is no vigilance/CBI case pending against the firm/supplier and the firm has not been blacklisted in the past by any Govt. or Private Organization.

25. Samples of all items should be submitted invariably to Stores and Procurement Officer, before finalization of the tender

26. The tenderer are required to quote their rates on Schedule -C provided with the tender. The percentage of GST to be charged be clearly mentioned in along with rates.

27. Tender by Tele-fax/telegram/fax/e-mail will not be accepted.

28. Selection will be made purely on compliance of specification, sample, make quality and on the basis of lowest price offered..

29. If the tenderer gives a false statement on any of the above information, the firm/supplier will not be considered and their quotation/tender shall be deemed to be rejected and the security deposited will stand forfeited.

30. It will be the prerogative of the Institute to place the supply order for the whole lot/item or in piecemeal basis depending upon the requirement of the Institute. The Institute shall have the right to reject any tender without assigning any reason thereof. No correspondence will be entertained in this regard. Only one best quality item (according to our specification) should be quoted against the item.

31 Sample submitted should be numbered, with names indicated therein

32. Payment of the approved vendor for maintenance of items at JLMCH, Bhagalpur shall be made through cheque or electronic clearing system. In case of cheque, the same will be dispatched registered post and postal charges shall be deducted from their bills.

33. A) If the above-mentioned certificates/documents are not submitted along with the tender, such offers will not be considered and will be out rightly rejected.

B) Any tenderer /supplier giving false information shall be disqualified and removed from the rate contract. No business, henceforth, will be done with the firm/supplier.

**Routine Maintenance /Replacement services shall include the following:**

- Cleaning /Replacement of filter
- Checking operation of the controls of the air conditioners such as selector switch, thermostat, relays, remote control

etc

- Checking air flow through the supply air grill, return air grill, condenser
- Checking operation of the voltage stabilizer and back up electrical power outlet/ MCB
- Checking operation of the drive motors and fans
- Checking air temperature at the following location (Dry Bulb & Wet Bulb Temp.):
- Supply air grill
- Return air grill
- Inlet air condenser
- Outlet air from the condenser
- Checking Firmness of the supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of the air conditioners, etc
- Replacement of any component of air conditioners found defective after the above checks and tests. Charging of Refrigerant Gas during the period of Contract if need arises
- The scope of work shall include all checks and tests as detailed under routine maintenance services. In addition annual maintenance services shall also include:
- Cleaning the condenser and evaporator coils with suitable detergent / chemical solution and flushing with high - pressure jet of water.
- Greasing of blower motors and all moving parts
- Painting of all the air conditioners
- The spare parts used for replacement shall be of same make/ quality as installed in new air conditioner with warranty or guarantee of One year period
- The service provider shall maintain services log book /file containing maintenance report duly countersigned by In -charge
- **Bidders are advised to visit the site before quoting the price**
- The firm is required to undertake preventive maintenance by checking all the Air Conditioners at least once every month and servicing every 3 months and confirm that the systems are in the best of the working conditions.
- This constitutes a comprehensive maintenance contract and includes all parts of the machines including compressor, gas, mechanical parts etc. and also the stabilizers connected to the Air Conditioners.
- All service request/calls for repair work must be attended within 24 hours of the complaint being lodged with the CMC Provider. There should be adequate number of Telephone lines for lodging of service requests. If the CMC Provider firm failed to attend the calls within 24 hours, this office reserves the right to take necessary action as deemed fit and to forfeit the performance security of the bidder and also deduct such expenses from the CMC charges.

**Check List of Certificates/ Documents required to be submitted with Technical Bid: I**

The tenderer are advised to submit the following certificates under the category of "Vital documents" invariably along-with Technical Bid. If these documents are not submitted/ conditions not met, the quotation shall be summarily rejected and no further correspondence, in this regard, shall be entertained.

- Violation of two-bid system, Part-I.
- EMD/bid/Tender fee amount. (If applicable)
- GST certificate, any other certificates regarding the registration and existence of the firm and trading license on award of contract
- Fall clause declaration
- Non-black listing declaration



**ANNEXURE: A: Tender Form**

Date \_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Complete address of the purchaser)

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 the AMC/CMC of the AC. (*Description of goods and services*) in conformity with your above referred document for the sum indicated in the price bid, attached herewith and made part of this tender.

If our tender is accepted, we undertake to maintain the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

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 GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section - III – “Special Instructions to Tenderers” 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.

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 authorised to sign tender for and on behalf of

\_\_\_\_\_  
\_\_\_\_\_

**Specification of Stores /Items:**

Sl. No.	Description of Items	Manufacturer	Location	Quantity
1.	Split Type (1.5 ton) Hot & Cold	LG	Director's Chamber (Director's Block)	1 no
2.	Split Type (1.5 ton) Hot & Cold	LG	Deputy Director (Admn.) (Director's Block)	1 no
3.	Split Type (1.5 ton) Hot & Cold	LG	Deputy Registrar (Director's Block)	1 no
4.	Split Type (1.5 ton) Hot & Cold	LG	Financial Adviser's Chamber (Director's Block)	1 no
5.	Split Type (1.5 ton) Hot & Cold	LG	Conference Room (Director's Block)	2 nos
6.	Split Type (1.5 ton) Hot & Cold	LG	Medical Superintendent	1 no
7.	Split Type (2.0 ton)	LG	Radiology & Imaging Department	4 nos
8.	Multi Split 3.0 ton	LG	Biochemistry Lab	3 nos
9.	Split Type (1.5 ton) Hot & Cold	LG	Neonatal ICU	3 nos
10.	Split Type (1.5 ton) Hot & Cold	LG	Dean Office (Director's Block)	1 no
11.	Split Type (2 ton) Cooling	Haier	Cath Lab, UPS Room (Hospital)	1 no
12.	Split Type (1.5 ton) Cooling	Haier	Cath Lab, UPS Room (Hospital)	1 no
13.	Cassette Type 4.0 ton Hot & Cold	Haier	CCU I & II	12 nos
14.	Split Type (1.5 ton) Hot & Cold	Haier	Blood Bank (TTI Room)	1 no
15.	Split Type (1.5 ton) Hot & Cold	Haier	Principal Medical College	1 no
16.	Cassette Type 4.0 ton Hot & Cold	Haier	Surgery CU	2 nos
17.	Cassette Type 2.0 ton Hot & Cold	Haier	Surgery CU	3 nos
18.	Split Type (1.5 ton) Cooling	Haier	PCR & Tissue Culture Room (Pathology Department)	3 nos
19.	Split Type (1.5 ton) Hot & Cold	Haier	Immunotology @ QC Room (Blood Bank)	3 nos
20.	Split Type (1.5 ton) Hot & Cold	Haier	Executive Engineer© (Director's Block)	1 no
21.	Split Type (1.5 ton) Hot & Cold	Haier	Director's Bungalow	1 no
22.	Split Type (2.0 ton) Cooling	Haier	Component Lab (Blood Bank)	3 nos
23.	Split Type (0.75 ton) Hot & Cold	Haier	ENT Department (Audiology Room)	2 nos
Total Air Conditioner:				52 nos

Evaluation criteria: The bidder offering the lowest average cost, in respect of all the Air Conditioners, on being techno - commercially compliant, shall be considered for award of contract

Dated: \_\_\_\_\_

Signature of Tenderer  
Address: