



**ESI-PGIMSR, ESIC MEDICAL COLLEGE &
EMPLOYEE'S STATE INSURANCE CORPORATION HOSPITAL & ODC (EZ)**
(A Statutory Body Under Ministry of Labour, Govt. of India)
DIAMOND HARBOUR ROAD, P.O.: JOKA, KOLKATA-700 104
An ISO 9001:2008 Certified

Fax: 033 2467 2795, Phone: 033 2467 2799 / 6280 / 1764, Email Id- ms-odckolkata@esic.in

TENDER NO. 14 /2018

Tender No. 412.U.16/30/1/94/Med/TKP(12)/OPD/Vol-II

Dated: 03.10.2018

Sub: Invitation of E-Tender for Rate Contract for Supply & Refilling of Medical Gases in Cylinders at ESI-PGIMSR & ESIC Medical College & ESIC Hospital & O.D.C. (E.Z), Joka.

Period for submission of e-Tender form	From 30.10.2018 to 22.11.2018 upto 2 PM
Pre-Bid meeting	30. 10.2018 & 06.11.2018 at 2.30 PM
Last Date & Time of submission of e-tender	22.11.2018 upto 2.00 PM
Date & Time of Opening of e-Tender	22.11.2018 at 2.30 PM
Bid Security / Earnest Money to be sent through Post/Delivered in hand	Rs. 1,66,000.00
Performance security / Security Deposit Money	Rs. 8,26,000.00

INSTRUCTIONS FOR E-TENDERING

All bidders/contractors are required to procure Class-IIIB Digital Signature Certificate (DSC) with Both DSC Components i.e. Signing & Encryption to participate in the E- Tenders.

Bidders should get Registered at <https://esictenders.eproc.in>.

Bidders should add the below mentioned sites under Internet Explorer ☐ Tools ☐ Internet Options ☐ Security ☐ Trusted Sites ☐ Sites of Internet Explorer :

<https://esictenders.eproc.in>

<https://www.tpsl-india.in>

<https://www4.ipg-online.com>

Also, Bidders need to select "Use TLS 1.1 and Use TLS 1.2" under Internet Explorer ☐ Tools ☐ Internet Options ☐ Advanced Tab ☐ Security.

Bidder needs to submit Bid Processing Fee charges of Rs. 2495/- (non-refundable) in favour of M/s. C1 India Pvt. Ltd., payable at New Delhi via Online Payment Modes such as Debit Card, Credit Card or Net Banking for participating in the Tender.

Bidders can contact our Helpdesk at <https://esictenders.eproc.in/html/Support.asp>



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Sub: Invitation of E-Tender for Rate Contract for Supply & Refilling of Medical Gases in Cylinders at ESI-PGIMSR & ESIC Medical College & ESIC Hospital & O.D.C. (E.Z), Joka.

From: **The DEAN,
ESIC Hospital & O.D.C. (E.Z),
Diamond Harbour Road,
P.O.: Joka, Kolkata: 700 104.**

To: _____

Sir(s),

The DEAN invites open e-tender for **procurement of Supply & Refilling of Medical Gases in Cylinders** at ESIC Hospital Joka" as per specifications and/or quantities detailed in the **Schedule** attached. **Check List for compulsory Documents as Annexure-I, the General Terms and Conditions of contract, which will govern any contract made, as Annexure-II and Special terms & conditions as Annexure – III, tender application form as Annexure – IV, and the Technical Specifications as Annexure-V** are enclosed herewith. If you are in a position to quote for the contract /supply in accordance with the requirements stated in the attached schedule, please submit your quotation to this office.

Tenderers are requested that, before quoting their rates or filing tender, the tender form may please be read out thoroughly (line by line), otherwise purchaser will not be held responsible for any error / oversight of his own.

The form is a Standard Form of Tender. Certain clause /clauses may not be applicable in some cases. So, Tenderers are requested to ignore such clause /clauses, which is/are not applicable in the instant case.

All the payment shall be made by **Demand Draft** drawn in favour of **ESI Fund A/c No.1, payable at Kolkata. Cheques/cash will not be accepted.**

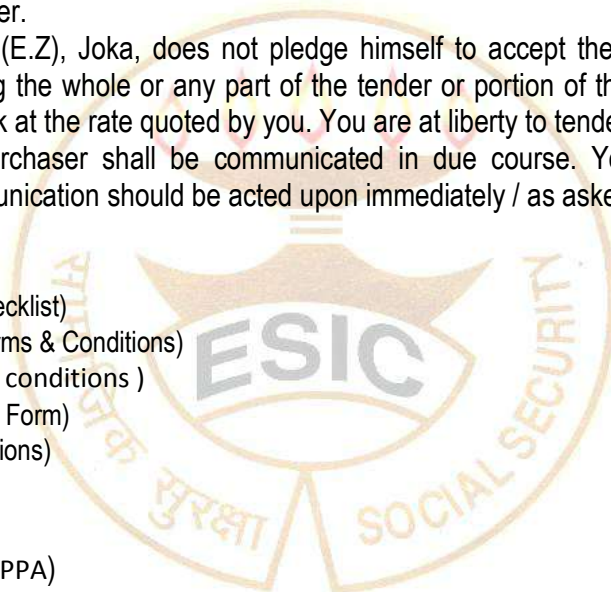
If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent along with the Tender.

DEAN, ESIC Hospital & ODC (E.Z), Joka, does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered and you shall supply the same / execute the work at the rate quoted by you. You are at liberty to tender for the whole or any part.

Acceptance by the purchaser shall be communicated in due course. You are requested that the instructions contained in the said communication should be acted upon immediately / as asked for.

Enclosures:

- Annexure – I (Eligibility criteria/Checklist)
- Annexure – II (General Tender Terms & Conditions)
- Annexure – III (Special terms & conditions)
- Annexure – IV (Tender Application Form)
- Annexure –V (Technical Specifications)
- Annexure –VI (Price Bid)
- Annexure –VII (under taking)
- Annexure –VIII (under taking-NPPA)



ELIGIBILITY CRITERIA/CHECK LIST

- ❖ THE FIRM IS REQUESTED TO FOLLOW THE CHECK LIST AT THE TIME OF SUBMISSION OF TENDER DOCUMENT, WITHOUT WHICH THE OFFER IS LIABLE TO BE CANCELLED.

CHECK LIST		
1.	EARNEST MONEY DEPOSIT OF Rs. 1, 66,000.00 IN DEMAND DRAFT FAVOURING ESIC FUND A/C NO. 1 PAYABLE AT KOLKATA	Uploaded &Submitted [Yes/No]
2.	VALID CURRENT TRADE LICENCE CERTIFICATE OF THE BIDDER CLEARLY SHOWING NATURE OF TRADE RELEVANT TO MEDICAL GASES ONLY	Uploaded &Submitted [Yes/No]
3.	PAN/TAN OTHER STATUTORY DOCUMENTS	Uploaded &Submitted [Yes/No]
4.	G.S.T/OTHER PREVALENT TAX CERTIFICATE	Uploaded &Submitted [Yes/No]
5.	A COPY OF LICENSE FROM CCE FOR FILLING AND TESTING OF CYLINDER	Uploaded &Submitted [Yes/No]
6.	THE SUPPLIER MUST HAVE MANUFACTURING/ REFILLING & DELIVERY CENTRE WITHIN 50 (FIFTY) KMS FROM THIS HOSPITAL. THE NAME, ADDRESSES, PHONE NO, FAX NO, ETC, OF THE SAID CENTRE SHOULD BE MENTIONED.	Uploaded &Submitted [Yes/No]
7.	Name & active Mobile No. of key person, who can be contacted at any time. The person should be capable of taking orders & making arrangement for supply of desired items.	Uploaded &Submitted [Yes/No]
8.	VALID DRUG LICENCE CERTIFICATE OF THE BIDDER OF THE QUOTED ITEMS. RENEWAL RECEIPT OF THE DRUG LICENCE NOT ACCEPTABLE.	Uploaded &Submitted [Yes/No]
9.	Valid manufacturing license for Medical Oxygen and Medical Nitrous Oxide (attested Copies)	Uploaded &Submitted [Yes/No]
10.	A CCE approved in-house test shop certificate(Attested copies)	Uploaded &Submitted [Yes/No]
11.	Copy of permission certificate for Medical Gas vehicles to ply on all time of the day issued by Kolkata Police.	Uploaded &Submitted [Yes/No]
12.	UNDERTAKING ON RS.100/- NON JUDICIAL STAMP PAPER) AS PER PROFORMA MENTIONED IN ANNEXURE VII	Uploaded &Submitted [Yes/No]
13.	UNDERTAKING ON RS.100/- NON JUDICIAL STAMP PAPER Regarding following price ceiling fixed by NPPA - AS PER PROFORMA MENTIONED IN ANNEXURE VIII.	Uploaded &Submitted [Yes/No]
14.	Experience certificate for minimum 02 year for supplying of Medical Gases in the form of cylinder to at least 500 bedded Govt./Pvt. Hospitals for medical use.(Bed strength must be included in the certificate) . (COPY OF PURCHASE ORDER NOT ACCEPTABLE)	Uploaded &Submitted [Yes/No]

Notes:

- If valid trade licence constitutes/consists of more than one certificate/page then all the pages are to be enclosed failing which tender is liable to be cancelled.
- Tenderers have to submit certified hard copies of all document uploaded by them. The soft copies of the documents uploaded by the by the tenderer must tally with the respective hard copies submitted by the tender. Normally, evaluation of tender will be done on basis of online uploaded documents only. However, in case of any technical difficulty in downloading of documents etc, the said hard copy will be taken into account. The decision of the Dean will be final and binding in this regard.
- The successful bidder might be required to produce the original documents/certificates.
- Copy of all documents uploaded and DD of EMD should reach (either by Speed Post/by Hand) on or before the closing Date and Time, in a sealed envelope superscribed with “Invitation of E-tender for procurement of Rate Contract’ for SUPPLY & REFILLING OF MEDICAL GASES IN CYLINDERS”, to the following address:

**Dean
ESI-PGIMSR, ESIC Medical College
ESIC Hospital & ODC (EZ)
Diamond Harbour Road, P.O.: Joka
Kolkata – 700104
Ph no-033 24672799/6280/1764**

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GENERAL TERMS AND CONDITIONS**1. PREPARATION OF TENDER:**

The Tenderer shall give full assistance and information as may be required in connection with the contract to the Dean or any other officer nominated by him to inspect the premises of the tenderer at all reasonable times.

2. SIGNING OF TENDER:

- a) The tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the tender are not duly & fully filled in. Particular attention may be given to the dates of delivery and also to the particulars referred to in the conditions of contract so as to comply with them.
- b) Individuals signing tender or other documents connected with the contract must specify:
 - i) Whether signing as a 'Sole Proprietor' of the firm or his Attorney?
 - ii) Whether signing as a 'Registered Active Partner' of the firm or his Attorney?
 - iii) Whether signing for the firm 'Per Procreation'?

In the case of companies and firms registered under the Indian Partnership Act, the capacity in which signing e.g. Secretary, Manager, and Partner etc. Or their attorney and produce copy of documents, empowering him to do so, if called upon to do so.

NOTE: In case of unregistered firms, all the members or all Attorneys duly authorised by all of them or the Manager of the firm should sign the tender and subsequent documents.

3. LATEST HOUR FOR RECEIPT OF THE TENDER:

e-Tender shall be submitted within the stipulated date and time. In the event of the stipulated date of opening of the tender being declared a closed holiday for Govt. Offices, the date of opening of the tender (s) will be the next working day.

4. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

- i) All tenders should remain valid for acceptance for a period of one year from the date of opening of the tender or for such period as stated in Special Terms & Conditions.
- ii) The contract / tender, if awarded, shall be valid initially for two year from the date of award of Contract subject to continuous satisfactory performance and on failure on this aspect by the contractor, the Competent Authority will reserve the right to terminate the contract. The period of the contract can be extended for further period at the discretion of the Competent Authority, to a maximum of two year, on terms and conditions of the hospital, while accepting the tender subject to continuous satisfactory performance.

- iii) Quotations qualified by such vague and indefinite expressions such as 'subject to immediate acceptance'; 'subject to prior sale' etc. Will not be considered.

5. OPENING OF E- TENDER:

The tender shall be opened on the date and time mentioned here in the document.

6. PRICES:

Prices quoted must be meaningful and measurable in the context.

Price must be clearly shown in **figures and words in Indian Currency.**

Tenderers should clearly specify whether prices quoted are inclusive of GST/duties/statutory charges or such charges as extra. Where no specific mention is made to Sales Tax/GST/or other duties, prices quoted shall be deemed to be inclusive of such taxes/charges.

7. DELIVERY TERMS

- a) The delivery of the stores / execution of work / providing the services etc. Are required within a period as specified and as the place mentioned therein.
- b) The tenderer shall deliver the stores/ execute the work at the destination / space defined to the consignee / authority in good order (of which the Dean, ESIC Hospital & ODC (EZ), Joka, Kolkata shall be the sole judge) within the limits of the time as deemed reasonable and specify in such quantities/qualities as may be ordered by him from time to time.
- c) Time for and date of delivery: The essence of contract: - The time for and the date of delivery of the stores / date of execution of work as stipulated in the schedule shall be deemed to be the essence of contract and delivery / execution must be completed not later than the date(s) specified.
- d) The Dean may allow additional time under special circumstances such as strikes, lockouts, fire accidents, riots etc.

5. INSPECTION OF STORES /WORK:

Supplies shall be accepted/work shall be certified as completed subject to inspection by Dean, ESIC Hospital & ODC (EZ), Joka or his assigned representative. Any defect found in the materials / work done will render the supplies/work open to rejection and decision of the Dean, ESIC Hospital & ODC (EZ), Joka, shall be final and legally binding. The rejected store shall be returned to the suppliers/work may be executed through others, at the risks and costs of contractor.

6. OTHER TERMS

- a) **Responsibility for executing Contract:** The Contractor/Supplier is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.
- b) The Contractor/Supplier shall not sublet transfer or assign the contract to any part thereof without the written permission of the Dean. In the event of the Contractor/Supplier contravening this condition, Dean be entitled to place the contract elsewhere on the Contractors/Suppliers account at his risk and the Contractor/Supplier shall be liable for any loss or damage, which the Dean, ESIC Hospital & ODC (EZ), Joka, may sustain in consequence or arising out of such replacing of the contract.
- c. **Earnest Money:** The tenderer shall have to deposit a **sum equivalent to Rs. 1, 66,000.00** as earnest money with their tender, failing which the tender is liable to be rejected. The earnest money is to be paid by **Demand Draft** drawn in favour of **ESI Fund A/c No. 1, payable at Kolkata. NO CHEQUES WILL BE ACCEPTED.** In the event of the withdrawal / revocation of tenders before the date specified for acceptance, the earnest money shall stands forfeited. In the event of acceptance of the tender the earnest money may be adjusted towards the amount of security required to be deposited by the contractor in terms of Clause mentioned below, the earnest money will however, be returned without interest to the tenderer whose tender is not accepted. **Earnest Money demand draft must be sent by Speed Post/delivered in hand so as to reach on and before the closing date and time of the tender to the following address to 'The Dean', ESIC Hospital & O.D.C. (E.Z), Diamond Harbour Road, P.O.: Joka, Kolkata, 700 104, West Bengal'**. At the top of the cover, the following words should be written in block letters "supply of fitting & fixing of chair ,table ,gallery desk & gallery

desk bench (Triple seated)” along with “Tender No. 14 /2018”, failing which the tender is liable to be rejected.

- d. Security Deposit:** On acceptance of the tender, within the period specified by the Dean, the contractor shall deposit an amount of Rs. 8,26,000.00 as security deposit of the tender. The hospital authority shall be entitled to forfeit the Security Deposit or any part thereof without prejudice to any other remedies provided in the contract or available under the law. The security shall be in the form of **Demand Drafts payable at Kolkata in favour of ESI Fund A/c. No. 1 or in the form of Bank Guaranteee.**
- a) *If the contractor fails in fulfilling above-mentioned terms and conditions, such failure will constitute a breach of the contract and the Dean shall be entitled to make other arrangements at the risk and expense of the contractor.*
- b) *On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute ‘No Demand Certificate’ in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.*
- e.** All Challans as well as the Bills are to be submitted strictly in triplicate. Bill should be pre-receipted with application of revenue Stamp wherever necessary. Care should be taken to submit the challans and bills duly completed and without any errors to prevent rejection / cancellation / delay in processing of bills.
- f.** Normally Part supply or part bill will not be accepted. However, in exceptional circumstances the same may be accepted at the sole discretion of the competent authority of the hospital, against clear written request with explanation from the firm.,
- g. Recovery of sums due:** Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor the purchaser shall be entitled to recover of such sum by appropriating, in part or whole the security/earnest money deposited by the contractor, when the balance or the total sum to be recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to recoverable under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the purchaser on demand the remaining balance due.
- h. Insolvency and breach of contract:** The Dean may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-
- i) *If the contractor being an individual or if firm, any partner in the contractor’s firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or*
- ii) *If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.*
- iii) *If the contract commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.*
- i. Arbitration:** In the event of any dispute or difference arising out of the terms and conditions laid down in this tender, the same shall be referred to Arbitrator appointed by the Dean. The procedure of the Arbitration will be governed by the provisions Arbitration Act 1996 as amended and rules framed there under.
- j. Document:** The tenderer should have a valid **Trade licence, G.S.T, PAN / TAN** and produce/upload self attested copies of such certificates along with the tender papers, **failing which the tender is liable to be rejected.**
- k. Statutory requirements:** In case the agency appoints manpower / labour in excess of or equal to the number as specified by law, the agency should comply with all statutory enactments including Contract Labour Regulation and Abolition Act, 1970; Minimum Wages Act where applicable; Payment of wages Act, where applicable; ESI Act, 1948, where applicable; EPF Act, 1952, where applicable; etc. All existing statutory liabilities relating to engagement of personnel related to labour laws shall be sole responsibility of the agency. In

that case the successful agency will have to obtain a licence from the licensing officer after collecting the requisite certificate in form V from the hospital authority. The successful agency will have to maintain various registers and records, display notices, abstracts of the rules, etc., and issue employment card to the engaged labours. The list of workers employed by the contractor shall be communicated to the authority from time to time.

- l.** The successful bidder/tenderer shall have/or shall obtain a valid license under the Contract Labour (R & A) Act, 1970 & Rules framed there under and shall continue to hold it till completion of the contract wherever applicable,
- m. Right to accept / reject:** The hospital authority reserves the right to **reject** any or all tender without assigning any reason whatsoever. Also, the hospital authority reserves the right to **award** any or part or full contract to any successful agency at its discretion and this will be binding on the tendered.
- n. Assistance to contractor:** The contractor shall not be entitled to assistance either, in the procurement of raw materials required for the fulfilment of the contract or in the securing of transport facilities.
- o.** The tenderer should have a place of business in and around Kolkata, **within 50 (Fifty) km** from this hospital and the complete Postal Address, Telephone / Mobile / Fax / E-mail address, etc. Should be provided, while submitting the completed tender form.
- p.** The list of personal deployed to be intimated to the authority from time to time. The personal employed by the tenderer should have proper uniform for identification. The persons so deployed shall not have any claim for permanent absorption in the hospital and such claim if raised shall be violation of the terms and conditions of the agreement of the hospital authority shall have the right to cancel the agreement to terminate such deployment termination.
- q.** The contractor will be responsible for such conduct of the persons engaged by him in the hospital, which will be conducive for maintaining as harmonious atmosphere as expected in the hospital and will be responsible for any act & omission of such persons.
- r.** In the event of any violation of laws, rules, statutory provisions by the contractor, this will amount to breach of contract and in such case, the hospital will have the right for terminating the contract, forthwith, without giving any notice or assigning any reason.
- s. Validity of Contract:** The contract, if awarded, shall be valid **initially for two years from the date of award** subject to continuous satisfactory performance. The period of the contract can be extended for further period at the discretion of the Competent Authority, to a maximum of one year, on terms and conditions of the hospital, while accepting the tender subject to continuous satisfactory performance. However, on failure on this aspect by the contractor, the hospital will have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the contractor and initiating administrative actions for black listing, etc. Solely at the discretion of the hospital authority. This period of two years can further extended to a maximum of one year at the sole discretion of hospital authority without prejudice to any other right of the hospital.
- t.** The Tenderers will quote the rates in respect of jobs / services described above in various paras and shall fill **Annexure – VI** appended herewith along with the Tender Application form.
- u.** The successful agency shall have to enter in to an agreement with the Hospital and the cost incurred in this connection, shall have borne by the contractor.
- v.** The rate once accepted by the hospital shall remain unaltered through the period of contract ,including any extended period
- w.** Dean, ESIC Hospital & ODC (E.Z), Joka, does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion the quantity offered and you shall supply the same /execute the work at the rate quoted by you. You are liberty to tender for the whole or any part.
- x.** Acceptance by the purchaser shall be communicated in due course. You are requested that the instruction contained in the said communication should be acted upon immediately/as asked for.
- y.** The hospital authority reserve the right to award any part or full contract to any successful agency (ies) at its discretion and this will be binding on the Tenderers.

- z. Failure and Termination:** If the contractor fails to deliver the stores or any instalments thereof within the period prescribed for such delivery in the contract or any time liquidation the contract before the expiry of such period, Dean may without prejudice to his right to recover damages for breach of the contract, be entitled at his option.
- a. To recovery from the contractor as agreed liquidated damages, by way of penalty a sum equivalent to 2% of the price of any stores/services which the contractor has failed to deliver within the period fixed for delivery for the schedule for each month or part of the month during which the delivery of such stores may be in arrears, where delivery thereof is accepted after expiry of the aforesaid period, or
 - b. To purchase elsewhere, without notice to the contractor, on his account and at the risk of the contractor, the stores/services not delivered or store/services of similar description (where stores/services exactly complying with the particulars are not in the opinion of the Dean, ESIC Hospital & ODC (E.Z), Joka, readily procurable such opinion being final). Without cancelling the delivery in respect of the consignments not yet due for delivery or
 - c. To cancel the contract or a portion thereof, and if so decided to purchase or authorise to purchase of store/services not so delivered or other of a similar description (where store/services exactly complying with the particulars are not, in the opinion of the Dean readily procurable, such opinion being final) at the risk and cost of the contractor.

DEAN

SPECIAL TERMS AND CONDITIONS OF TENDER

The following special terms and conditions shall apply for: **Rate Contract for the Supply of Liquid Medical Oxygen, and Medical Gases in Cylinders at ESI-PGIMSR & ESIC Medical College & ESIC Hospital & O.D.C. (E.Z), Joka.**

1. The Bidder must have a permanent place of business near Kolkata, within 50 (fifty) km road distance from ESIC Hospital Joka and the complete Postal Address, Telephone, Mobile No., Fax No and E-mail address, to be submitted in the completed tender form.
2. The Bidders while submitting their tender form shall upload legible scanned copies of Trade license essential for carrying out the activities under reference, GST Registration, PAN and any such other documents specified hereto in the checklist/eligibility criteria. Tender form incomplete in any respect and not supported with Earnest Money and the above-mentioned requisite documents, will be summarily rejected by the hospital.
3. The Competent Authority floating the tender reserves the right to reject any or all tenders without assigning any reason whatsoever.
4. At present the hospital has a bed strength of 490 general beds, 7 Major Operation Theaters, 4 minor Operation Theaters, and 70 special beds (including ICU, NICU-PICU, Casualty Observation Beds, Preoperative Ward, Postoperative Ward, Labor Room, etc). The number of general beds, OT, and special beds are likely to increase in the near future. The hospital has its own medical gas pipeline and medical gas manifold infrastructure. The hospital does not own any medical gas cylinders.
5. The agency shall have to provide filled up medical gases in specified types of medical gas cylinders (D-type, B-type, A-type) for Medical Oxygen, and Medical Nitrous Oxide. The agency shall have to provide the minimum number of cylinders for each medical gas, as mentioned against the daily holding capacity for each type of cylinders. It shall be the responsibility of the agency to provide and maintain medical gas cylinders as per Govt. rules for supply of medical gases to the hospital. The rate of supply of gases in cylinders to be quoted as the rate per full cylinder for each type of gas in specified cylinder types, inclusive of refilling and transport charges, plus GST. However the rate per kg of medical gas cannot exceed the MRP stipulated by the NPPA (National Pharmaceutical Pricing Authority) prevailing at the time of the last date of submission of the bid. No additional charges for rent/maintenance/repair of medical gas cylinders shall be paid by the hospital.
6. Rate for medical gases should be quoted in Rupees only.
7. Rates should be quoted as FOR-destination basis, where destination is the Medical Gas Manifold Room of ESIC Hospital Joka. Packing & Forwarding, Freight & Insurance, Octroi are in Supplier's scope i.e. included in the quoted prices.
8. There shall not be any revision of rate during contract period except changes in taxes, whenever notified by the Govt.
9. The agency must be able to maintain uninterrupted supply of Medical gases even in emergencies. The agency should give an undertaking to the Hospital and make alternate arrangement for the supply of medical gases at their risk and responsibility.
10. The agency must have a supply depot of LMO, and medical gas cylinder refilling plant within 50 km road distance from this hospital in order to ensure timely and regular supply of the Medical gases.
11. If the firm also deals with industrial gases, it must have physically separate facility and cylinders of adequate capacity for storing, refilling, and transporting medical gases.
12. Name and Mobile Number of key persons, or 24 hours Customer Care Center, who can be contacted at any time 365 days a year, must also be submitted. These persons / Customer Care Center must be capable of receiving orders, making arrangement for supply of Medical Gases, and fault booking.
13. The agency must have its own medical oxygen refilling plant with refilling capacity of at least 1000 medical bulk (D type) oxygen cylinders per day. This must be substantiated during physical verification of the plant of the agency by ESICH Joka authority. Before award of contract, the ESICH Joka authority shall visit the vendor's plant to physically verify the number of cylinder

refilling stations with refilling capacity of each station (bulk medical oxygen cylinders per hour). Tax payment receipts by the vendor as proof of the volume of annual sale of medical oxygen in cylinders shall also be verified to validate the claim of medical oxygen cylinder refilling capacity per day. The vendor must arrange for unobstructed access of their premises to the visiting officials. Trying to influence the visiting officials in any way is strictly prohibited and may cause rejection of the bid.

14. The agency should have in-house facility for testing trace impurities in P.P.M/P.P.B range for CO, NO, phosphine, SO₂, argon, etc in the batches of supplied medical gases. The agency must be able to provide records of such tests for at least 1 year. The facilities should be open to scrutiny by the Hospital Authority as & when required.
15. The refilling plant for medical gas cylinders must be certified / accredited by QMS (Quality Management Systems) – CGMP Certificate, ISO 14001:2004 and ISO 9001:2008 Certificates or ISO 9001 - 2015.
16. The firm should be responsible if any mishap take place on account of non conformities of safety standard and rules on their part.
17. The certificates of following test procedures should be submitted:
 - (a) The agency should enclose the analytical report confirming the standard of I.P. 2010 of the medical gas for every batch of supplied medical gas.
 - (b) The agency must be able to produce record that the medical gas cylinders have passed safety tests as per applicable BIS norms.
18. The agency should have minimum 02 years experience in supplying Medical Gases in the form of cylinders, in at least 500 bedded government/private hospitals. Attested copy of necessary certificate should be enclosed. Purchase orders /work orders will not be entertained in this regard
19. The bidder/s are to take note of the fact that the requirement may vary according to bed occupancy and addition /deletion/modification of services and /or installation of superior technical facilities.
20. **INSPECTION OF STORES & EQUIPMENTS:** Supplies shall be accepted subject to the complete satisfaction of the competent authority of ESIC Hospital Joka. Any defect / deficiency found in the materials or services or work done during supply / later found to be “Not of standard quality” on testing, will render the supplies / work open to rejection and decision of the competent authority of ESIC Hospital Joka shall be final and legally binding. The rejected materials shall have to be taken back by the agency at its own cost and risk, and the agency shall replace such rejections with the items of standard specifications / quality as acceptable to the competent authority of ESIC Hospital Joka. Alternatively, the materials / services may be purchased from others / work may be executed through others, at the risks and costs of the agency (bidder), at the discretion of the competent authority of ESIC Hospital Joka.
21. The payment to the agency will be made only by electronic mode such as RTGS/NEFT. The bidders are instructed to supply the following information along with the tender documents.
 - (i) Name of the Bank
 - (ii) Name of the branch
 - (iii) Account Number
 - (iv) Account Type
 - (v) IFSC
 - (vi) MICR Code
22. **Evaluation Criteria:**
 - (a) **Technical Criteria:** Bids of only those bidders who fulfill all the eligibility criteria (Annexure-I) and Specifications (Annexure-V) will be evaluated.
 - (b) **Financial Criteria:**
 1. Bids of only technically qualified bidder will be evaluated.
 2. Lowest quoted rate of technically qualified bidder as mentioned in “G” of “Annexure-VI” would be considered for selection.
 3. Technically suitable single agency quoted all the items of sl. No.1 to 5 of Annexure VI will be selected for supplying medical oxygen and nitrous oxide gas of sl. No.1 to 5 of Annexure VI, for the operative convenience on the basis of the grand total of “G” of Annexure-VI of Price Bid.

TENDER APPLICATION FORM

1	Name of the firm:-	
2	a	Full Postal Address:-
	a	Cell Phone No.
	B	Telephone No:-
	c	Fax No.
	E	Email Id:
3	Name and Address of your Bankers stating the name in which the Account stands:-	a)Name of Bank
		b)Name of Branch
		c)A/c. No.
		d)IFSC Code
		e)MICR Number
4	Are you in the list of approved contractors of any other organisations /institutions, if any give details:-	
5	Give details of any Government contracts executed during the last twelve months:-	
6	Any other information which you consider necessary to furnish:	

UNDERTAKING

- a) I, the undersigned certify that I have gone through the terms and condition mentioned in the tender document and undertake to comply with them.
- b) The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted and the lowest quoted for any other institution/hospital in India.
- c) The Earnest Money of Rs. _____ to be deposited by me has been enclosed herewith vide Demand Draft No. _____ dated _____ drawn on bank _____ Branch _____.
- d) I/We give the rights to Dean to forfeit the Earnest Money/Security money deposit by me/us if any delay occur on my/agent's part or fail to supply the articles within the appointed firms of desired quality.
- e) There is no vigilance/CBI case or court case pending against the firm.
- f) I hereby undertake to supply the items as per directions given in the tender document/supply order within stipulated period.
- g) Whether signing as - (please refer to point 02 of annexure -1)

Date:-
Place:-

Signature of the Tenderer:-
Full Name:-

Designation:-

(Office seal of the tenderer)

TECHNICAL SPECIFICATIONS

Rate Contract for the Supply of Liquid Medical Oxygen, and Medical Gases in Cylinders at ESI-PGIMSR & ESIC Medical College & ESIC Hospital & O.D.C. (E.Z), Joka.

TECHNICAL SPECIFICATIONS FOR COMPRESSED MEDICAL GASES IN CYLINDERS

Specifications of compressed medical gas cylinders in which the compressed medical gases are to supplied:

Supply of compressed medical gas cylinders ISI marked to IS 7285 (Part 2): 2004 duly approved from CCOE. The cylinder should be fitted with valve (nickel plated only) & valve guard having following broad specifications:

- (a) Neck threading: IS3224 1979
- (b) All cylinders to be properly painted as per respective colour code. The cylinder name, number, company and relevant warning from Gas cylinder rules 2004 should be clearly indicated on cylinder neck
- (c) Each cylinder should have ring to indicate when the next testing of cylinder is due.
- (d) The serial no, manufacturing code, working pressure, water capacity in litres, test pressure, manufacturing & testing year, and tare weight must be engraved on the cylinder.
- (e) **Oxygen bulk cylinder (D type): Minimum capacity: 7.1 cubic meter gas capacity and 46.7 liter water capacity. Gas weight of a full cylinder: 9 kg**
- (f) **Nitrous oxide bulk cylinder (D type): Minimum capacity: 7.1 cubic meter gas capacity and 46.7 liter water capacity. Gas weight of a full cylinder: 30 kg**
- (g) **Oxygen cylinder (B type): Minimum capacity: 1.43 cubic meter gas capacity and 10.2 liter water capacity. Gas weight of a full cylinder: 1.8 kg**
- (h) **Oxygen cylinder (A type): Minimum capacity: 0.71 cubic meter gas capacity and 5 liter water capacity. Gas weight of a full cylinder: 0.9 kg**
- (i) **Nitrous oxide cylinder (A type): Minimum capacity: 1.74 cubic meter gas capacity and 5 liter water capacity. Gas weight of a full cylinder: 3 kg**

Multi element specifications (Cylinder Contents) of Compressed Medical Gases:

1. **Medical Oxygen**

- (a) Medical oxygen as per IP 2010, certified safe for human use
- (b) Not less than 99.0% V/V of oxygen
- (c) Not more than 5 ppm of carbon monoxide
- (d) Not more than 300 ppm of carbon dioxide
- (e) Free from any kind of halogen and polymers
- (f) Free from all forms of oxidizing substances
- (g) Absolutely free from moisture

2. **Medical Nitrous Oxide**

- (a) Medical nitrous oxide as per IP 2010 certified as inhalational analgesic, certified safe for human use.
- (b) Manufactured from IP grade ammonium nitrate. If any alternate technique or process used for manufacturing, it has to be specified including certifications of quality assurance and probable impurities.
- (c) Not less than 98.0% V/V of nitrous oxide in both liquid & gaseous phase.
- (d) Not more than 10 ppm V/V of carbon monoxide.
- (e) Not more than 300 ppm of carbon dioxide.
- (f) Not more than 2ppm V/V of nitrogen dioxide or nitric oxide in both liquid and gaseous phase.
- (g) Not more than 200 ppm V/V of water.
- (h) Free from hydrogen sulphide.
- (i) Free from all other forms of reducing and oxidizing substances.
- (j) Each batch must pass tests for alkalinity, arsenic, phosphine, ammonia and other recommended tests.

PROFORMA FOR QUOTING RATES

(A) Sl No.	(B) Name of the items (Medical Gas)	(C) Approximate annual requirement of cylinder	(D) Unit of measurement	(E) Rate quoted per unit including transport / delivery cost & other charges	(F) Total Cost for the quantity as in column C (C X E)	(G) Grand Total of Column (F) of SL.No 1 to 5 (Rs.)
1	Medical Oxygen Bulk Cylinder (D Type) As per annexure V	36000	cylinders			
2	Medical Nitrous Oxide Bulk Cylinder (D Type) As per annexure V	40	cylinders			
3	Medical Oxygen cylinder (B type) As per annexure V	600	cylinders			
4	Medical Oxygen cylinder (A type) As per annexure V	120	cylinders			
5	Medical Nitrous oxide cylinder (A type) As per annexure V	120	cylinders			

(Undertaking to be submitted on Rs.100/- Non judicial stamp paper)

UNDERTAKING

- a.** I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- b.** The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted for any other institutional hospital in India.
- c.** The earnest money Rs **1, 66,000.00 (Rupees One lakh Sixty Six thousand three hundred only)** to be deposited by me has been enclosed herewith vide Demand Draft no. ----- dated -----drawn on national bank -----
----- at ----- branch.
- d.** I/We give the rights to Dean to forfeit the security money deposited by me/ us if any delay occur on my part or failed to supply the article within the appointed time or the gases of desired quality.
- e.** There is no vigilance/ CBI case or court case pending against the firm.
- f.** I hereby undertake to supply the gases uninterruptedly as per directions given in the tender document/supply order within stipulated period, even in emergencies and to make alternative arrangements, if required, at our risk and responsibility.
- g.** I hereby certify that none of the family member (s) is /are employed in ESIC as per details given in the tender document. In case at any stage, it is found that information given by me is false/incorrect, ESIC Medical College & Hospital, Joka, Kolkata, shall have the absolute right to take any action as deemed fit without any prior intimation to me.
- h.** I have not been blacklisted by any firm/institutions
- i.** In case of my supply declared substandard by any approved agency, I/we am/are liable for appropriate action

Date:

Place:

Tenderer

Signature of the

Full Name & Designation
(Office seal of the Tenderer)

(Undertaking to be submitted on Rs.100/- Non judicial stamp paper)

UNDERTAKING

We hereby undertake that rates offered by us, will be within the price ceiling fixed by National Pharmaceuticals Pricing Authority (NPPA), Ministry of Chemical & Fertilizers. We further undertake that in case there is any down –ward revision by the NPPA, same will be passed on to the ESI Corporation from the effective date during the currency of the contract and in case of failure to do so we are liable to be debarred from future ESIC Tender Inquiry for a further period of two years along with recovery of excess payment made due to reduced rate.

For and on behalf of the firm

Firm's Name and Address
(with official seal)

LIST OF DOCUMENTS ENCLOSED:

1.

2.

3.

4.

5.

.....

.....

(Attach separate sheets if required)

Date:

Place:

Signature & Seal of the Tenderer

Full Name of the Tenderer: