

# Two bid Re-eTender for Re-filling of Medical Gas Cylinders



## EMPLOYEES' STATE INSURANCE CORPORATION MODEL HOSPITAL

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No: 18U/16/52/1/18/MH-INDORE

Dated: 06/12/2018

### **Two bid Re-eTender for Re-filling of Medical Gas Cylinders**

E-Tender in prescribed form, under Two Bid system, is invited by the Medical Superintendent, ESIC Model Hospital, nanda nagar, Indore, for Re-filling of Medical Oxygen, Nitrous Oxide , Medical Grade Carbon Dioxide & Air Cylinders of various Type (Capacity) of this 300 Bedded ESIC Model Hospital on the Terms & Conditions mentioned in the tender.

**Table: 1**

S. No.	Name of Rate contract	Cost of earnest money in form of DD
1.	Medical Gases Estimated cost 7,30,523/-	Rs 18,000.00 DD/Bankers cheque

(without EMD tender will not be accepted)

### **Estimated quantity of supply for the year (2018-19)**

s.no	Description of cylinder	Type of cylinder	Estimated quantity
01	Jambo oxygen cylinder	220 cft	3200 no's
02	Oxygen cylinder	50 cft	900 no's
03	Oxygen cylinder	25 cft	175 no's
04	Nitrous oxide	220 cft	02 no's
05	Nitrous oxide	50 cft	02 no's
06	Nitrous oxide	25 cft	50 no's
07	Carbon dioxide	220 cft	02 no's
08	Carbon dioxide	50 cft	02 no's
09	Carbon dioxide	25 cft	20 no's
10	Jambo air cylinder	220 cft	05 no's

The Medical Superintendent reserves the right to reject any tender or all without assigning any reason(s) thereof.

**Medical Superintendent**



No: 18U/16/52/1/18/MH-INDORE

Dated: 06/12/2018

**Schedule to Tender No. 18/2018-19/MEDICAL GASES**

**dated:06/12/2018**

<b>Date of upload of Tender document</b>	06/12/2018
<b>Last date and time of upload of the Tender documents (duly signed) on the e-tender portal <a href="https://esictenders.eproc.in">https://esictenders.eproc.in</a></b>	Latest by 07/01/2019 till 10:00 Am
<b>Last Date and Time of Submission of EMD at ESIC Model Hospital, Indore</b>	Latest by 07/01/2019 till 10:00 Am
<b>Pre Bid Meeting</b>	18/12/2018 At 02:00 pm M S Conference Room, ESI Model Hospital, Nanda Nagar, Indore- 452011
<b>Opening of the tender</b>	07/01 /2019 at 11.00 Am
<b>Opening of Financial Bid</b>	Technically approved firms will be communicated through e-mail and uploaded on website <a href="https://esictenders.eproc.in">https://esictenders.eproc.in</a> about the date of opening of Financial Bid.
<b>Earnest Money Deposit (in the form of Demand Draft)</b>	Rs.-18000.00 in favour of <b>ESI Fund A/C No.1, Payable at SBI, GPO MAIN Branch, Indore-452011.</b>
<b>Address for submission of EMD</b>	Medical superintendent, ESIC model hospital, Nanda nagar,Indore,MP-452011.
<b>Performance Security Deposit (After finalization of tender in the form of Demand Draft)</b>	Rs.40,000.00/- (Rs. fourty thousand)only

**Note:** for all practical purpose, the e-tender shall be considered for evaluation, however in case of any dispute, the physical documents would also be scrutinized. Bidders are required to essentially submit the bid in online as well as in hard copy in the tender box failing which tender may be treated incomplete and may be summarily rejected.

**However, in case of dispute ,e-tendered document shall be treated as final.** the tender is to be dropped in the tender box captioned “**tender for re-filling of medical gas cylinders**” placed at office of medical superintendent of the hospital by the stipulated date and time. tender, if dropped in any box other then specific tender box will not be considered for selection.

## **GENERAL TERMS & CONDITIONS OF THE TENDER**

1. **NOTICE INVITING TENDER:** E- Tender for Re-filling of Medical Oxygen, Nitrous Oxide Medical Grade Carbon Di Oxide & air Cylinders of various Types (Capacity) for 300 Bedded ESIC Model Hospital, Indore invited on behalf of Medical Superintendent ESIC Model Hospital, nanda nagar, Indore-452011. Interested firms are requested to download the tender form from our website [www.esichospitals.gov.in](http://www.esichospitals.gov.in) , [www.esic.nic.in](http://www.esic.nic.in) , [www.eprocure.gov.in](http://www.eprocure.gov.in) . **E-Mail: [ms-indore@esic.in](mailto:ms-indore@esic.in)**
2. Tenderer are requested to upload requisite information/ documents as per the tender document which comprises of –
  - A. General tender terms & conditions
  - B. Special terms & conditions
  - C. Technical bid consisting of details of the firm/ vendor and check list
3. Tenderer are requested that, before quoting their rates or uploading tender, the tender form may please be read thoroughly, otherwise purchaser will not be held responsible for any error/ oversight of the tenderer and likely rejection of bid.
4. The Tender forms are not transferable.
5. Before uploading the tender document, all the pages must be signed and stamped by authorized signatory.
6. **Earnest Money Deposit** - (In form of a Demand Draft) for a sum of 18000.00 (eighteen thousand only), in the name of **ESI Fund A/C No.1, Payable at SBI, GPO Main Branch , Indore** must be submitted to ESIC Model Hospital, nanda nagar, Indore-452011 before due date and time mentioned in schedule of tender.
7. In the event of the withdrawal / revocation of the tender before the date specified for acceptance, the Earnest Money shall stand forfeited.
8. The EMD shall be refunded to bidders without any interest after finalization of tender. The earnest money of unsuccessful bidder will be refunded, without accrual of any interest, in due course of time as per official convenience.
9. You are requested to submit/ upload online the bid for medical gases latest by 07/01/2019 Up to 10:00Am in the form of e-bid under Two Bid System (Technical & Financial). Technical Bid should consist of details of firms and all document, certificates etc. mentioned in the check list and financial bid should be filled as per the format at Annexure -F indicating the price of the item mentioned in the technical bid.
10. **PRE-BID MEETING:** With the prospective bidders shall be held on 18/12/2018 at 2.00 P.M. onwards at MS Conference Room ESIC Model Hospital, Indore. All the prospective bidders are requested to send comments/ representations on or before pre-bid meeting. Bidders will be allowed to seek clarification on specifications,

Conditions of contract, etc. in writing to ESIC Model Hospital, Indore within 48 hours after the pre-bid meeting.

11. **OPENING OF TENDER:**

- i. The committee constituted by medical super indent will visit shop/godown/ factory of tenderer before opening the financial bid and the financial bid will be open after receiving the satisfactory report by this committee.
- ii. All tenderers' and/or their representatives, if they should desire, may be present at the opening of the tender at the time and date as specified in the schedule.

12. **RESERVATION:** The Medical Superintendent, ESIC Model Hospital, Indore does not pledge herself/himself to accept the lowest rate offered as per Terms and conditions of the Tender and reserves the right to accept the whole or any part of the tender or portion of the quantity offered and you shall supply the same/execute the supply at the rate quoted by you.

13. The tenderer shall give full assistance and information as may be required in connection with the supply of medical gases to the Medical Superintendent or any other officer nominated by him/her to inspect the premises of the tenderer at all reasonable times.

14. **REJECTION OF THE TENDER:** If

- A) A firm submits conditional Tender
- B) All the documents uploaded/submitted are not complete.
- C) Providing incorrect/false information.
- D) If the scanned copies of each of tender/mandatory documents are not clear or the file becomes corrupt due to any reason, it will tantamount to non-submission and the bidder will not hold ESIC Model Hospital, Indore responsible.

15. **SIGNING OF TENDER:**

- a) The tender is liable to be ignored if complete information is not given therein or if the particulars and date (if any) asked for in the tender are not complied with.
  - b) Individuals signing tender or other documents connected with the contract must specify:
    - Whether signing as a „Sole Proprietor“ of the firm or his Attorney?
    - Whether signing as a „Registered Active Partner“ of the firm or his Attorney?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 doso.
16. The decision of Technical Evaluation Committee on selection and suitability shall be final and shall not be open for discussion. No correspondence will be entertained in this regards.

17. **SECURITY DEPOSIT/PERFORMANCE SECURITY:** On acceptance of the tender, within the period specified by Medical Superintendent, the supplier must deposit **Rs 40000.00(Rs.fourty thousand)** as security deposit/ performance security. 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 in the law. The security shall be in the form of demand draft in the name of **ESI Fund A/C No.1, Payable at SBI, GPO MAIN Branch, Indore** must be submitted to ESIC Model Hospital, Nanda nagar, Indore-452011.
18. **RESPONSIBILITY FOR EXECUTING CONTRACT (RISK PURCHASE):** Supplier shall not sublet, transfer; assign the contract or any part thereof without the written permission of the Medical Superintendent. The supplier is entirely responsible for the execution of supply order in all respect in accordance with the terms & conditions as specified in the acceptance of tender. If the supplier fails in fulfilling terms & conditions of the tender, it is treated as breach of contract and the Medical Superintendent shall be entitled to make other arrangement at the risk and expense of the supplier.
19. On due performance and completion of the contract in all respects, the security deposit will be refunded to the supplier without any interest, on presentation of satisfactory performance report from the user unit. **Security Deposit will be forfeited in case of unsatisfactory performance report.**
20. **ARBITRATION:** In case of any dispute (between the purchaser and the tenderer) arising under the contract or in regard to the interpretation of the terms and conditions of the contract, decision of the Medical Superintendent or any other officer nominated by him to act as arbitrator in the dispute, shall be final and binding on both parties of this contract. In case of disputes all the legal matters will be settled under the jurisdiction of the Courts of Indore,
21. The rates quoted in ambiguous terms such as “freight on actual & exemption eligibility Applicable to the Hospital & shall advise the purchaser & quote accordingly basis” or “Packaging/forwarding extra” will render the bid for rejection irrespective of its gradation In r/o lump sum price quoted. Bidders in their own interest shall ascertain the eligibility of whatsoever concession. No „C” or „D” form is to be issued by this office. GST must be Included as per rules. **The Rate is to be quoted in Indian Rupee only in the Price-Format.**

## **SPECIAL TERMS & CONDITIONS OF THE TENDER**

### **Terms and conditions and eligibility criteria:-**

1. The tenderer has to ensure compliance of gas cylinder rules 2016 or rules made thereafter and timely obtain necessary filling permissions from the chief controller of explosives under rule 45 while supplying the cylinders for filling of compressed gases.
2. The firm should be a reputed one and should have been a supplier to at least two hospitals of 100 hundred beds for at least a period of three (03) years (this has to be supported with a certificate issued by the head of the hospital or any authorized signatory with the supply order).
3. The firm should have a valid license for storage, filling and cylinder testing etc. issued by CCE Nagpur/ or any other approved by Govt of India as statutory requirement. (A Self attested copy of same is to be uploaded).
4. firm should be able to submit the test reports whenever demanded by the hospital.
5. The firm should have facility for testing / trace impurities in PPM/PPB range for CO, NO, Phosphine, polymer, SO<sub>2</sub> and argon etc. the facilities should be open to scrutiny by the hospital authorities.
6. Firm should have separate tanks and filling decks in designated separate areas for medical and industrial oxygen to avoid any chance of mix up which may be harmful to the patients. It is therefore essential that they must have separate identified cylinders for medical and industrial oxygen and proper transport facility as per BOC guidelines.
7. The entire cylinder tank at the manufacturing unit should be tested and specified for filling of medical gases by CCE. The firm should provide certificate to this effect.
8. Every cylinder/ storage tank should have a ring with all desired details of cylinder and mention of due date for testing, as per BOC guidelines.
9. Firm should have a CCE approved test facility(documentary proof to be uploaded)
10. All cylinders/tank supplied by the firm must strictly meet all regulatory requirements including filling norm as per latest rules of BOC.
11. The rejected supply, if any, should be taken back and replaced by the firm at its own cost within the specified period and without causing any interruption to the hospital services.

### **12. Evaluation:**

Tender will be evaluated on the basis rates quoted by the firm and multiplying by the estimated quantity of Each description of cylinders. Estimate of required quantity is given in **page no.02**

13. Even in the case of emergencies the firms should be able to maintain uninterrupted supply of medical gases as per requirement.
14. The supplier shall have to supply the Gas in the cylinders owned by the hospital as per requirement round the clock in various patient care areas.
15. The firm should not demand for security, caution money, holding or transportation charges, initial installation or uprooting charges or any other charges not mentioned in the price bid for cylinders.
16. The tenderer is bound to supply medical gases to be used in the hospital during the validity of tender at the approved rates. If the price/GST as applicable of any item is reduced due to any reason during the validity of tender, the firm will intimate the same to the hospital and reduce the rate immediately.
17. The firm should have a supply depot in Indore in order to ensure timely regular supply of medical gases. (Address details of supply depot should be uploaded with technical bid).
18. In case if the supplier fails to supply the material gas as per demand and as and when required the order will be liable to be cancelled and the security money/earnest money whichever is available at that time will be forfeited. The stores will be purchased from other sources or second lowest and extra expenditure incurred if any will be recoverable from the default supplier.
19. Firm must give an undertaking to the hospital that they will provide an uninterrupted supply of all gases in time and as per requirement.
20. Repair /maintenance, testing & painting of the hospital owned cylinders should also be covered and price to be quoted separately and uploaded along with the Technical Bid.
21. If any repair/testing/painting is due on hospital cylinders then the firm should inform in advance to the hospital, only then the same will be considered.
22. All cylinders should be properly painted as per their respective color code, as per BOC guidelines. The cylinder No., Name of the company and contents should be clearly indicated on the neck of the cylinder.
23. All the cylinders of Medical gases should have:-
  - Valve protection caps
  - Valve with nickel plating only
  - History card of the cylinder



24. As per Gas cylinder rules 1981 and rules made thereafter as amended from time to time, the firm should give an undertaking that they are legally bound to supply the items which have been quoted in the tender as per the latest rule laid by the governing authority, failing which they will be liable to action as deemed fit.
25. Firm will be responsible for routine checkup and maintenance of cylinders and vessel at no extra cost.
26. The firm should ensure timely refilling and supply of all sizes of cylinders for the qualified medical gases (Oxygen, Nitrous oxide, Carbon Di oxide) i.e. in AA, A, B, C and D/bulk type.
27. Tenderer has to ensure compliance of Rule 3 of gas cylinder Rules, 2004 and timely obtain necessary filling permission from CCE under Rule 45, while supplying the cylinder for filling of gases, if required.
28. Firm should have efficient and safe transport to ensure timely supply of medical gases.
29. **Revision of Rates:** There should not be any revision of rates during the contract unless anything is statutorily liable / imposed and duly notified by the Govt.
30. **Period of Contract:** The contract will be valid for one years from the date of finalization of the tender but the period can be extended by the Medical Superintendent on the same rate and terms & conditions on mutual agreement for one year. The Medical Superintendent reserves the right to terminate the contract at any stage if the supplies and or services are found unsatisfactory.
31. **Place of Delivery:** ESIC Model Hospital, Nanda Nagar, Indore.M.P.

**Medical Superintendent**



No: 18U/16/52/1/18/MH-INDORE

Dated: 06/12/2018

**Annexure -A**

**Technical Bid**

**1. DETAILS OF THE FIRM /VENDOR**

1	Name of firm and type of firm		
2	a	Full postal address	
	b	Cell Phone No.	
	c	Telephone No.	
	d	Email ID.	
	e	Fax No.	
3	Name and address of your Bankers stating the name in which the account stands	Name of Bank	
		Name of Branch	
		A/C No. & Type	
		IFSC Code No.	
		MICR Number	
4	Are you in the list of approved contractors of any other organization/ institutions, if any give details		
5	Any other information which you consider necessary to furnish		

**2. COMPULSORY SCANNED COPY OF DOCUMENTS TO BE UPLOADED AND SUBMITTED WITH TENDAR FORM**

<b>S.N o.</b>	<b>Documents</b>	<b>Uploaded (Yes/No.)</b>
1	EMD Value: Rs-----; DD No. -----; Dated: -----.	
2	Original Tender Document signed all the pages.	
3	Rate certificate indicating that they have not supplied the said item to any individual, Govt. or private institution at the rate lowers than the quoted rate.	
4	Authorization Certificate from the manufacturer of Medical gases as per format given at (Annexure C).	
5	Minimum two certificates of satisfactory performance report of the supply of Medical gases duly authenticated, from existing users of the product/ item.	
6	Undertaking on Non Judicial Stamped paper of Rs.100/- (One Hundred Only) (As per Annexure D)	
7	Valid drug license for Medical Oxygen, Carbon dioxide and Nitrous Oxide (self-attested copy)	
8	Valid license for storage, filling and testing of cylinders ( self-attested copy)	
9	A CCE approved test facility certificate ( self-attested copy)	
10	Undertaking that uninterrupted supply of gas will be maintained to this hospital or else alternative arrangements will be made at own risk of the firm	
11	Certificate mentioning total No of Oxygen, Carbon dioxide and Nitrous oxide cylinders in possession and permission to ply on all time of the day issued by Government	
12	Valid Trade License	
13	The bidder should enclose the analytical report on conformity to the Indian pharmacopeia standard 2014/ latest Indian Pharmacopoeia of the medical gases for latest batch, failing which bid will be liable to be rejected.	
14	Name and active mobile no of the key person, who can be contacted at any time for taking order and making arrangement for supply of desired items	
15	GST Registration certificate	

**Note:** All documents should be uploaded (readable scanned copy of documents/ financial Instrument), failing which tender is liable to be cancelled.

**Date:**

**Place:**

**Signature of the Tenderer/Bidder with seal**

**AUTHORIZATION CERTIFICATE**

To,

Medical Superintendent,  
ESIC Model Hospital, nanda nagar, Indore-  
452011.

Respected Sir/Madam,

Authority letter against Tender No. \_\_\_\_\_ due on \_\_\_\_\_ item quoted  
\_\_\_\_\_.

We, \_\_\_\_\_, who are established and reputed manufacturers of  
\_\_\_\_\_ having factory at \_\_\_\_\_ and hereby  
authorize M/s \_\_\_\_\_ (Name and address of agent) to bid,  
negotiate and conclude the contract with your institution against above tender for the medical gases manufactured by  
us.

Yours faithfully

**(Signature & Name of manufacturer  
With address & seal)**

**Note:** This letter of authorization should be on the letter head of the manufacturing concern & should be signed by a person competent & having the authorization to issue the said certificate on behalf of the manufacturing firm. The said certificate should also bear the signature of participating bidder as a witness.

## **UNDERTAKING**

**(On Non-Judicial Stamp Paper of Rs 100/-)**

**To,**

**Medical Superintendent,**

**ESIC Model Hospital, Nanda Nagar,**

**Indore -452011**

Respected Madam, /Sir,

1. The undersigned certifies that / we have gone through the terms and conditions mentioned in the tender document including annexure & same are acceptable to me/ us and I/ we undertake to comply with them. The rates quoted by me/us are valid and binding on me/us for acceptance for the period of two year from date of finalizing the tender and extendable to one year.
2. It is certified that rates quoted are the lowest quoted by me/ us for any other Institution/Hospital in India.
3. Earnest money deposited by me/us in the form Demand Draft/Banker's Cheque in favour of ESI Fund Account No.1, payable at SBI Branch, GPO MAIN BRANCH, Indore is enclosed herewith and shall remain in custody of the Medical Superintendent ESIC MODEL HOSPITAL, INDORE M.P. as per terms and conditions.
4. I/We give the rights to Medical Superintendent, ESIC Model Hospital; Indore to forfeit the Earnest Money deposited/ Security Deposit submitted by me/us if any delay occurs on my/ our part or fails to supply the article at the appointed place and time and of the desired specification.
5. Firm will give an undertaking to the hospital that they will provide an uninterrupted supply.
6. There is no vigilance/CBI case or court case pending against the firm/supplier.
7. On Inspection if any article is found not as per supply order, it shall be replaced by me/us in time as asked for, to prevent any inconvenience, at my/our own expenses.
8. I/we hereby undertake to supply the items as per directions given in supply order within the stipulated period.
9. I/we hereby undertake to provide guarantee/warranty as mentioned in specifications from the date of satisfactory installation and inspection. I also undertake that I will maintain the uninterrupted supply of all gases as per requirement & specifications (As per BOC guidelines).
10. I/We undertake that the firm is in this business for last three (03) years.
11. I/we understand that Medical Superintendent, ESIC Model Hospital Indore, has the right to accept or reject any or all the tenders in part or full without assigning any reasons (s) thereof.

**Date:**

**Signature of the Tenderer:**

**Place:**

**Full Name:**

**Designation:**

**Address:**

**(Office seal of the tenderer)**

## **Technical Specifications for Medical Gases**

### **1. Specification of Compressed Medical Oxygen**

- Should be certified for medical use as per IP 2014
- Should not contain less than 99.6% v/v of Oxygen
- Should not contain more than 5 PPM v/v of CO
- Should not contain more than 300 PPM CO<sub>2</sub>
- Should be free from Halogens and polymers
- Should be free from oxidizing substances
- Should be free from moisture
- Should be safe for human use
- Should not cause any damage to the material of cylinders, Gas pipeline, Anesthesia machine and ventilators.

### **2. Specification of Medical Nitrous Oxide**

- Should be certified for medical use as an inhalation analgesic as per IP 2014.
- Source of Nitrous Oxide manufacturing should be IP grade ammonium nitrate, if any alternate technology or manufacturing process is used the same to be specified and all inputs regarding quality insurance and probable impurities etc must be provided.
- Should not contain less than 98% v/v of nitrous oxide, both in liquid & gaseous phase.
- Should not contain more than 10ppm v/v of CO.
- Should be free of reducing substances and hydrogen sulphide.
- Should not contain more than 2ppm v/v of nitric oxide and nitrogen dioxide in both liquid and gaseous phases.
- Should be free of oxidizing substances.
- Each batch must have passed tests for alkalinity, arsenic, phosphates, and ammonia and other recommended test.
- Should not cause any damage to the material of cylinders, Gas Pipeline, Anaesthesia machine and ventilators.
- Certified Safe for Human Use.
- Absolutely free of moisture and other impurities.

### **3. Specification of Medical Carbon Di Oxide**

- Should be food grade CO<sub>2</sub>.
- Should be medical use and safe for Human Use.
- Should not cause any damage to the material of cylinders, Gas Pipeline, Anaesthesia machine and ventilators.



No: 18U/16/52/1/18/MH-INDORE

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**Annexure -F**

**Financial Bid for Medical Gases**

s.no	Medical gases/Name of cylinder	Type of cylinder	Unit cost	GST	Total cost	FIGUR IN WORDS
01	Jambo oxygen cylinder	220 cft				
02	Oxygen cylinder	50 cft				
03	Oxygen cylinder	25 cft				
04	Nitrous oxide	220 cft				
05	Nitrous oxide	50 cft				
06	Nitrous oxide	25 cft				
07	Carbon dioxide	220 cft				
08	Carbon dioxide	50 cft				
09	Carbon dioxide	25 cft				
10	Jambo air cylinder	220 cft				

1. Rate must be quoted both in words and figure.

**Signature of tenderer  
With address & seal**

## **Important Instructions for Bidders**

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.

Bidder 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.tspl-india.in>

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

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>