

Government of West Bengal
Department of Health and Family Welfare
TDE Branch
Swasthya Bhavan. GN-29, Salt lake
Kolkata-700091

No. H/TDE/878/5S-64/2005

Dated Kolkata, the 6th December-2010

From: The Assistant Secretary to the Government of West Bengal.

To : The Director of Health Services, West Bengal.

MEMO

The undersigned is directed to convey the decision of this department towards finalization of the tender for supply of Medical Gases for the health facilities under this Government in the state for the of 1 (one) year with effect from 01.01.2011 upto 31.12.2011.

2. The draft agreement in respect of the tender mentioned in para-1 above is hereby approved by this Department.
3. The agreement to be executed between the selected suppliers of medical gases and the Government should be signed by the Deputy Director of Health Services (E&S), West Bengal in respect of Kolkata District and that should be signed by CMOHs of respective districts other than Kolkata.
4. It is also decided to allow DDHS (E&S), West Bengal to circulate the list of L1 and L2 suppliers of medical gases for the year 2010-2011 for zone 'A' and 'B' and only the name of L1 supplier for zone 'C' immediately and to circulate the name of L2 supplier for zone 'C' subsequently in due course.
5. the price of the medical gases as approved by tender selection committee will be effective from 01.01.2011.
6. All concerned are being informed.

Assistant Secretary.

No. H/TDE/878/5S-64/2005 /1(6)

Dated Kolkata, the 6th December-2010

Copy forwarded for information & necessary action to the :-

1. DME, west Bengal.
2. Addl. DHS (AA&V), West Bengal .
3. Dy.DHS (E&S), West Bengal.

The authenticated draft Agreement is returned herewith for taking necessary action requesting him to circulate the copy of the draft agreement alongwith list of selected suppliers for different zone to all the CMOHs and all De-centralized units.

4. CMOH _____
(All Districts)

5. PS to the Secretary of this Department.
6. Guard file.

Assistant Secretary

**APPROVED RATE CHART FOR SUPPLY OF MEDICAL GASES IN
CYLINDER FOR THE YEAR 2010-2011.**

(Vide G.O. No.H/TDE/878/5S-64/2005, Dt.-6.12.2010.)

ZONE-A

	Name of Vendor	Contact Person & Phone Number	Approved Rate (Including Transportation)		
			Medl.Oxygen IP-2007	Medl Nitrous Oxide IP-2007	Carbon –di- Oxide
L-1	MTC (India) Gases Pvt. Ltd., MTC Building, 228, Sevake Road, Siliguri-734001, Dist. Darjeeling.	Ashoke Kr. Sahu. 9339118325	Rs.108.00/Cb.m	Rs.220.00/ Cb.m	Rs.76.81/Kg.
L-2	Devi Gases Products Pvt. Ltd., De-Gaul Avenue, S.I. Area, Khairasol, Durgapur-713212, Dist. Burdwan.	C. P. Khemka. 9331899901	Rs.108.00/Cb.m	Rs.220.00/ Cb.m	Rs.76.81/Kg.

ZONE-B

L-1	Super Oxytech Pvt. Ltd., 147/1, J. N. Mukherjee Road, Ghusuri, Howrah-711107	A. C. Sen. 9831001562	Rs.69.00/Cb.m	Rs.155.00/ Cb.m	Rs.46.25/Kg.
L-2	BOC (India) Ltd., Oxygen House, P-43, Taratala Road, Kolkata-700088.	Nitish Pathak. 9831128147/ 9831798987	Rs.69.00/Cb.m	Rs.155.00/ Cb.m	Rs.46.25/Kg.

ZONE-C

L-1	Indessa Gases Pvt. Ltd., Jalan Complex, Gate No. 3, 2 nd Lane, Vill- Baniara, P.O. Begri, P.S. Domjur, N.H.-6, Howrah-711411.	D. B. Ray. 9007685825	Rs.40.17/Cb.m	Rs.144.00/ Cb.m	Rs.34.46/Kg.
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**DY. DIRECTR OF HEALTH SERVICES (E&S),
WEST BENGAL.**

AGREEMENT FORM

ARTICLES of Agreement made this day of, 2010, between The Governor of the State of West Bengal (hereinafter referred as the “Governor” which expression shall unless excluded by or repugnant to context be deemed to include his successor in office and assigns) of the one part and carrying on business at

WHEREAS:

1. M/S..... carries on the business, inter-alia of manufacture, sale and supply of Medical Gases (Oxygen I.P., Nitrous Oxide I.P. & Carbon Di-oxide) and distribution from its factories located at various places including at West Bengal.
2. The Directorate of Health Services under the department has invited tenders to buy Medical Oxygen gas I. P. in A Type, B Type & Bulk Type Cylinders, Nitrous Oxide I. P. in A Type & Bulk Type Cylinders and Carbon Di-oxide in Cylinders and selected M/S., for supply thereof to the different hospitals/ health units under the Health & Family Welfare Department, Government of West Bengal in the following districts of the state:

ZONE	NAME OF DISTRICTS	MEDICAL OXYGEN IP	NITROUS OXIDE IP	CARBON DI-OXIDE
		Per cubic meter including transportation	Per cubic meter including transportation	Per Kg. incl. transportation.
ZONE - A	Darjeeling, Jalpaiguri, Uttar Dinajpur, Dakshin Dinajpur, Coochbehar and Malda.			
ZONE - B	Bankura, Birbhum, Purulia, Nadia, Murshidabad, Bardhaman			
ZONE - C	Purba Midnapore, Paschim Midnapore, Howrah, Hooghly, North 24 Pargs, South 24 Pargs and Kolkata.			

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as follows:

1. M/S..... agrees to sell and the Department agrees to buy Medical Gases (Oxygen I.P in A Type, B Type & Bulk Type Cylinders, Nitrous Oxide I.P. in A Type & Bulk Type Cylinders & Carbon Di-oxide in Cylinders and selected M/S....., for supply thereof to the different hospitals/ health units under the Health & Family Welfare Department, Government of West Bengal.

2. PRICE

The price of Gas as indicated below will remain firm for a period as per terms & conditions from the date of signing of this Agreement:

Rate of Medical Gases in cylinder :

Particulars In respect of ZONE-	Medical Oxygen I P 2007	Medical Nitrous Oxide I P 2007	Carbon di Oxide
Cost per cubic metre			Cost per Kg
Transportation Charge per cubic metre			Transportation Charge per Kg
Total Cost per cubic metre			Total Cost per Kg

(Applicable Taxes, VAT, service charge will be charged extra as actual.)

{Calculation of volume of gas (in cubic metres)

Medical Oxygen- [Water capacity of cylinder (in litres) X pressure in cylinder (in kgs/sq centimetres)] ÷ 1000

Medical Nitrous Oxide- Weight of the gas (in Kgs) X 0.555

Carbon dioxide- 2.3 kgs gas in 3.4 litres water capacity cylinder at 124 bar supply pressure.}

3. SUPPLY

M/S..... shall maintain uninterrupted supply of Gas within the time prescribed by the procuring units, from the distribution centre to **STORES** of the teaching hospitals, decentralized hospitals and all the D.R.S. and other hospitals of the State as mentioned in the G.O. Supply shall be made fully as and when the concerned teaching and decentralized hospital authority and C.M.O.H. of the Districts directs/ and/or places orders with the firm in question. Any failure in regard to the supply of medical gases will attract penal action as per the provisions of the terms and conditions and existing government rules.

4. EMERGENCY TAKE OVER OF SUPPLY

As indicated in Annexure of the G.O. No.HST/4T-19-08/3409 dated 28.01.2009, M/S..... shall take immediate steps to

maintain smooth supplies to the Districts of immediately after M/s..... fails to supply sufficiently and within the time prescribed. The supplies to the following districts shall be made as per the following rates:

ZONE	NAME OF DISTRICTS	MEDICAL OXYGEN IP	NITROUS OXIDE IP	CARBON DI-OXIDE
		Per cubic meter including transportation	Per cubic meter including transportation	Per Kg. incl. transportation.
ZONE - A	Darjeeling, Jalpaiguri, Uttar Dinajpur, Dakshin Dinajpur, Coochbehar and Malda.			
ZONE - B	Bankura, Birbhum, Purulia, Nadia, Murshidabad, Bardhaman			
ZONE - C	Purba Midnapore, Paschim Midnapore, Howrah, Hooghly, North 24 Pargs, South 24 Pargs and Kolkata.			

5. MODE OF SUPPLY

Supply of Gas shall be made in cylinders to be provided by M/S. to the concerned STORES and shall be duly returned to M/S..... after use. It is clearly understood that the cylinders shall always remain the property of M/S..... and that continuity of supply of Gas to any **STORE** will be dependent upon timely return of empty cylinders by the **STORE**. In case of Govt. cylinders, empty cylinders shall be refilled by M/s.....

6. PAYMENT

Payment of price of gas inclusive of all charges shall be made by the concerned D.R.S. of the Districts and in case of supply of Medical Gases to the decentralized units, the payment would be made by the decentralized units. M/S..... shall draw a bill at the time of giving the supplies from their distribution centre. M/S..... shall raise bills at the beginning of each calendar month for the preceding month and shall submit the same to the concerned Hospital and C.M.O.H. of the Districts as the case may be. Payment of such bills shall be made as soon as

possible after submission thereof. The cost of gas shall be paid within 30 (Thirty) days from the submission of the bills.

15. SAFE CUSTODY OF CYLINDERS

It is clearly understood that cylinders are to be loaned by M/S..... to the approved Hospital and D.R.S. for the sole use of the gas contained therein by the concerned Hospital and D.R.S. and shall not be lent, hired, sold, pledged, transferred, refilled or used for any other purpose. M/S..... shall arrange for the collection of the empty cylinders as soon as they are intimated that cylinders are ready for collection. In case of non-return, loss or damage, M/S..... shall be entitled to full replacement value of the cylinder as per market value.

16. PERFORMANCE BANK GUARANTEE :

A performance Bank Guarantee of Rs. 25000.00 (Rupees twenty-five thousand only) is to be deposited by the successful bidders with each of the C.M.O.H's of all districts of the zone and for Kolkata with Dy. D.H.S. (E&S), W.B., for decentralized hospitals and medical colleges of Kolkata along with the agreement.

17. PERIOD OF THIS AGREEMENT :

This agreement shall remain in force for the period as per terms & conditions. The following documents shall be deemed to form and be read and constructed as part of this agreement. Viz:- a) The Tender form and Price Scheduled submitted by the bidder. b) The Scheduled of requirements. c) The technical specification . d) General Terms & Conditions of contract.

18. PENAL CLAUSE :

As per terms & conditions under “ **PAYMENT CONDITION** ” **Clause – d).**

11. TERMINATION OF AGREEMENT

Either party shall be at liberty to terminate this agreement, by giving three months notice in writing to the other party. If such termination is made for any default on the part of the other party, the party terminating the Agreement shall give the other party a hearing and take a decision to terminate the agreement only after considering the viewpoint of other party.

In the event of expiry of the agreement either by termination or by efflux of time or otherwise, the Directorate shall pay for the supplies already made by M/S. in terms of this Agreement.

121. **WARRANTIES**

There are no express warranties or conditions by M/S..... other than those specified in this Agreement. No warranties or conditions by M/S..... will be implied or otherwise created, including without limitation, warranty of merchantability and warranty of fitness for a particular purpose.

13. **INDEMNITY**

Each party hereby indemnifies and agrees to keep indemnified and hold harmless the other, from and against all direct claims, losses, liabilities, obligations, damages, expenses and costs (including without limitation reasonable legal fees) brought against or suffered by the other or any of its respective offices, directors, employees or agents, resulting from, arising out of or relating to :-

- i. a breach or non-performance of any of the representations, warranties, covenants and/or assurances contained herein;
- ii. failure to perform any obligations contained herein;
- iii. a breach of any law, rule, regulation, notification or other statutory or legal provisions or requirements; or
- iv.
- v. any willful misconduct or negligent acts or omissions by it or any of its officers, directors, employees or agents and any consequent accidents or explosions resulting therefrom.

Each party hereby indemnifies and agrees to keep indemnified and hold harmless the other, against all debts, taxes, liabilities, payments, claims, expenses and outgoings pertaining to it.

14. **LIMITATION OF LIABILITY**

The Directorate acknowledges that there are hazards associated with the Gas, including without limitation, in the storage, use and handling thereof, and the Directorate agrees that all its personnel concerned are aware of such hazards. The Directorate assumes all responsibilities for the suitability and the results of using the Gas, alone or in combination with any other articles or substances and in any medical or other procedures. The Directorate will follow any instructions or directions as may be issued by M/S..... personnel in regard to safety norms.

The Directorate will warn and protect the concerned people and others exposed to the hazards posed by the storage, use and handling of the Gas. Notwithstanding anything stated in this Agreement or in any other documents exchanged between the parties, M/S.....

shall not, in any event or under any circumstances, be liable hereunder for any incidental, consequential, indirect or special damages even if advised of the possibility of the same.

10. **FORCE MAJEURE**

Notwithstanding the provisions hereinabove, no liability shall attach to M/S..... in the event of its failure to observe the terms hereof, if such failure is caused by reasons of, or on account of or as a consequence of any act of God or act of State, plague, famine, pestilence, epidemic, fire, storm, Earthquake, floods, restraints of war, mutiny, riot, civil commotion, disturbances, power supply disruption, plant breakdown, Government statute or imposition, road blockage, prevention of entry to works premises without risk, damage to installation, lockout, go slow or other activities of labourers, or any cause whatsoever beyond the reasonable control of M/S..... shall give immediate notice to the Directorate of the happening of any event of force majeure. If event of force majeure continues beyond a period of 30 days, the parties will mutually decide the next course of action.

16. **ARBITRATION**

In the event of any dispute or difference arising or occurring between the parties in relation to anything or any matter arising out of or under this Agreement, the same shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the parties. The arbitration shall be conducted at Calcutta.

IN WITNESS WHERE OF the parties hereto have executed this Agreement the day and year first above written.

WITNESS

SIGNED FOR AND ON BEHALF OF

M/S.

1.

2.

- **SIGNED FOR AND ON BEHALF OF THE GOVERNOR OF WEST BENGAL GOVERNMENT OF WEST BENGAL.**