



Government of West Bengal  
Office of the Deputy Director of Health Services (E&S)  
Central Medical Stores  
141, A J C Bose Road, Kolkata – 700 014  
Phone No (033) 2265 4418/4417/4419  
E mail: [cmswbhealth@gmail.com](mailto:cmswbhealth@gmail.com)

**NOTICE INVITING RE E-TENDER (4<sup>th</sup> Call) FOR SUPPLY OF MEDICAL GASES IN CYLINDERS TO GOVT. HOSPITALS AND HEALTH UNITS FOR THE PERIOD 2022-24, BY DY. DIRECTOR OF HEALTH SERVICES (E&S), CENTRAL MEDICAL STORES**  
(Through Pre-qualification) (Submission of Bid through *online*)

[Ref. Tender : 1<sup>st</sup> Call NIT No. HST/5G-03-2021/MGC/2021-23/140; Dated 02-08-2021]  
[2<sup>nd</sup> Call NIT No. HST/5G-03-2021/MGC-RT(140)/2021-23/165; Dated 17.12.2021]  
[ 3<sup>rd</sup> Call NIT No. HST/5G-03-2021/MGC-RT2(140&165)/2021-23/182; Dated 09.02.2022 ]

**Memo No.:HST/5G-03-2021/MGC-RT3(140,165&182)/2021-23/188**

**Dated-23.03.2022**

The Deputy Director of Health Services (E&S) having its office at Central Medical Stores, 141, Acharya Jagadish Chandra Bose Road, Kolkata – 700014 invites e-tender on behalf of the Health & Family Welfare Department, Government of West Bengal from Supplier of Medical Gases in Cylinders having capability to supply of all Medical Gases, viz. Medical Oxygen, Medical Nitrous Oxide and Carbon-Di-Oxide for Zone A, Zone D and Zone F for which the bid is made as per annexed list in Table A-1 for two (02) years from the date of award of contract.

Necessary earnest money to be submitted for participation in the Tender on-line is **Rs. 20,000/- (Rupees Twenty Thousand )** only payable in favour of Assistant Director (Accounts) Central Medical Stores, Kolkata on-line through the Govt Pooling account of the ICICI bank. The procedure for submission of EMD online is more clearly described in the clause no 3 below.

Local SSI (s) registered in West Bengal, which has its manufacturing unit(s) in this state, are exempted from submission of EMD as per Finance Department, Govt. of WB Notification 10500-F dated 19.11.2004 but their selection would be subject to the provisions of Notification No. 6142-F(Y), dated 10/10/2017 of Finance Department, Government of West Bengal.

1. **General Instructions:** In the event of e-filing, intending bidder may download the tender documents free of cost from the website : <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate or from the Health & Family Welfare Department's website [www.wbhealth.gov.in](http://www.wbhealth.gov.in) & necessary earnest money may be remitted on-line to the Pooling account of the Government through ICICI bank.
2. **Submission of bids:** Both Technical bid and Financial Bid are to be submitted concurrently duly digitally signed by the Company personnel who is in the pay roll of the Company (having Authorization from the Company management) in the website [http:// wbtenders.gov.in](http://wbtenders.gov.in). All papers must be submitted in English language with Page Marking.

**3. On-line payment procedure: Login by the Bidder:**

- a. A bidder desiring to take part in the tender shall login to the e-procurement portal of the Govt of West Bengal <https://wbenders.gov.in> using his login ID and Password.
- He will select the particular tender to bid and payment of pre-defined EMD amounting to Rs. 20,000/- (Rupees Twenty Thousand) by selecting from either of the following payment mode:
  - **Net banking** (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway. On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction. The bidder will receive a confirmation message regarding success of the transaction. If the transaction is successful, the amount paid by the bidder will get credited in the respective pooling account of the State Govt. maintained with the Focal Point of branch of ICICI at R N Mukherjee Road, Kolkata for collection of EMD. If the transaction fails, the bidder will again try for payment by going back to the first step. Or
  - **RTGS/NEFT:** In case of offline payment through bank account in any bank. On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled Challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account. Once payment is made, the bidder will come back to the e-procurement portal after expiry of a reasonable time (T+2 days) to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process. If the transaction is successful, the amount paid by the bidder will get credited in the respective pooling account of the State Govt maintained with the Focal Point of branch of ICICI at R N Mukherjee Road, Kolkata for collection of EMD. If the payment verification is unsuccessful, the amount will be returned to the bidder's account. The bidder will again try for payment by going back to the first step.
4. **Refund of EMD:** After declaration of Award of Contract (AOC), the EMD will be refunded to the unsuccessful bidder in the same route to the account from where the transaction was processed within reasonable time.
5. **The bidders are requested to process the uploading of EMD well in advance from the date of closing of bid to avoid dislocation.**

**Annexure-A: Eligibility Criteria for Participating in the Tender**

All the criteria are essential and must be met for being successful in the technical bid:

1. The bidder should be having a legal entity either of individual/partners or a body corporate which may sue or may be sued.
2. The bidder should have the capability to supply all the three gases- medical oxygen, medical nitrous oxide and carbon dioxide in the zone for which the bid is made.
3. The bidder must be the manufacturer and bulk filler/bulk filler of either medical oxygen IP 2010 or medical nitrous oxide IP 2010 and bulk filler should have the necessary tie-ups with the gas manufacturers to be able to supply the gases as per requirement. If supplied from the other Gas manufacturer, all related papers & documents of the Manufacturer should be uploaded in the declaration portion of the Technical Bid for the particular Gases.

4. Bidders should have minimum stock of 2000 B type and 2000 D type cylinders inventory with him and all cylinders should be approved by PESO for handling Medical Oxygen IP.
5. The bidder should be competent enough to deal with the business of supplying medical gases to the hospitals and health centres for which the bid is being made and should have adequate financial capability and man-power (Skilled/semi-skilled/unskilled & Technical) required for managing the business awarded as per table A 1 below.

**Table A1:** Showing distribution of Zones and minimum capabilities of the bidders (need clarification on this aspect )

| Zone of Supply | Districts to be covered   | 100% Government Cylinders should be filled by the bidder. But the Bidder should have sufficient stock of cylinders to replace of damage/defective government cylinder(s) during refilling or additional requirement if any in exigency.<br><b>B Type Cylinders-</b> 10 ltrs water capacity/ 1.43 Cu. M,<br><b>A Type Cylinders</b> -5 ltrs water capacity/0.71 Cu.M<br><b>D Bulk Type Cylinders-</b> 47 ltrs water capacity/7.1 Cu. M)<br><b>Excluding all Medical Colleges and Hospitals where pipeline system of medical gas supply do exist.</b> |  |                                  | Minimum Average Annual Turnover for last 3 (three) Financial Year [i.e. 17-18, 18-19 and 19-20] |
|----------------|---|---|--|----------------------------------|---|
|                |   | Medical Oxygen Cylinder I.P. 2010   | Medical Nitrous Oxide Cylinder I.P. 2010 | Carbon dioxide (for Medical use) |   |
| <b>Zone A</b>  | Hospitals and BPHCs in the districts of Darjeeling, Kalimpong, Aliurduar, Coochbehar and Jalpaiguri                   | Nil   | D Type -15 nos.                          | Nil                              | Bidder other than MSMEs, WB Rs. - 2Cr.<br>MSMEs, WB Rs. - 50 lakhs                              |
| <b>Zone D</b>  | Hospitals and BPHCs in the districts Purulia, Bankura, Bisnupur H.D., Jhargram and Paschim Bardhaman                  | A Type -400 nos.  | A Type -200 nos.<br>D Type -15 nos.      | 2kg cylinder-10 nos.             | Bidder other than MSMEs, WB Rs. - 2Cr.<br>MSMEs, WB Rs. - 50 lakhs                              |
| <b>Zone F</b>  | Hospitals and BPHCs in the districts of N 24 Parganas, Basirhat H.D., S 24 Parganas, Diamond Harbour H.D. and Kolkata | Nil   | D Type -15 nos.                          | Nil                              | Bidder other than MSMEs, WB Rs. -5Cr.<br>MSMEs, WB Rs. -1Cr.                                    |

6. The bidder must have the requisite trade and other licenses and requisite statutory permission to do the business of supplying medical gases to the hospitals and health centers for which the bid is being made.
7. Preferably the bidder or its authorized distributor should have refilling plant in same zone or adjacent zone or agreement with bulk re-filler of the zone/adjacent zone & one or two warehouses in the same zone with physical office and nodal officer with telephone (landline or mobile) connection to ensure prompt availability of medical gases to different decentralized hospitals under the zone.

In absence of refilling station/ware house, the bidder must ensure uninterrupted supply of medical gas cylinders to the Hospitals and DRS of the Zone.

8. The bidder and its authorized distributor should be registered with the Tax (PAN / TAN), EPF & ESIC Authorities, CEC for Service Tax, Sales/VAT/GST Authorities, as may be required, for providing the services and material to be used for managing the work and up to date clearance should be taken/ return to be submitted (as the case may be) from all the statutory authorities for the previous three years.
9. The bidder and its authorized distributor must not have been blacklisted by any government department or procurer of medical gases. Any misrepresentation of facts in this regard will result in cancellation of the candidature of the bidder ab initio.
10. The bidder and its authorized distributor must not have been convicted in or have pending in any court any vigilance or any criminal case against it or its proprietors or principal employees. Any misrepresentation of facts in this regard will result in cancellation of the candidature of the bidder ab initio.
11. The **bidder** must have **at least 3 years of experience** in the field of production and selling of medical gases while its **authorized distributor** in the districts must have **at least 2 years of experience** of handling and distribution of medical gases.
12. The annual turnover of the bidder should be at least equal to the annual turnover as required in Table A 1.
13. The bidder must have in stock adequate number of cylinders to be able to provide the supply as given in Table A 1 above.
14. The bidder should have a cash reserve equivalent to 1/3 of annual turnover to deal with pending bills.
15. Any loss-making Company would not be eligible to participate in the tender. This would be assessed on the basis of their financial Performance for the last 3 Financial years i.e. 2017-18, 2018-19 & 2019-20 and any company in respect of which the Average Profit Before Tax for the last 3 Financial Years (as certified by Chartered Accountant) is in negative shall not be eligible to apply.

#### **Annexure-B: General Terms and Conditions**

1. The tenderer submitting tender would be deemed to have considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
2. The tenderer should read the General & Special Terms and Conditions and give their acceptance to that effect.
3. The validity of contract will be enforced for Two Years from the date of 1<sup>st</sup> award of contract up to 30.08.2023 with the provision of extension as decided later on at the same terms and conditions, including the rates provided the performance of the successful bidder has been satisfactory.
4. The bid documents may be downloaded from the website; <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate or from the Health & Family Welfare Department's website [www.wbhealth.gov.in](http://wbhealth.gov.in) but the tender is to be submitted concurrently duly digitally signed in the website <http://wbtenders.gov.in>.
5. **Delivery of the tender**
  - a. **Submission of Bids** : - The bidding will be done on a **two bid** method. (1) Technical Bid i.e. Bid-A, (2) Financial Bid i.e. Bid-B. Both Technical Bid and Financial Bid are to be submitted concurrently duly

digitally signed by the Company personnel in the pay roll of the Company (having Authorization from the Company management) in the website <http://wbtenders.gov.in>. All papers must be submitted in English language.

1) **Technical Bid** i.e. Bid-A, (Single file multiple pages scanned)

i) **Statutory Cover:**

|   |   |
|---|---|
| A | Certificate of registration in respect of SSI, WB   |
| B | Application for submitting the tender in prescribed pro-forma. (Annexure I)   |
| C | Authorization letter of signatory from the company (Annexure II).   |
| D | Certificate from Chartered firm about last 3 years annual turnover (Annexure III).  |
| E | Copy of agreement between the Tenderer and the Authorized Distributor Zone wise (Annexure IV).                              |
| F | Technical Bid checklist in prescribe pro-forma (Annexure-V)   |
| G | Affidavit about Non conviction & Non blacklisting from Notary Public/Judicial Magistrate/Executive Magistrate (Annexure-VI) |

ii) **Non Statutory / My space containing the following documents :**

| Sl. No. | Category        | Sub Category                             | Sub Category Description   |
|---------|-----------------|--|--|
| A       | Certificates    | A1. Certificates                         | PAN Card of the authorized signatory   |
|         |                 |  | Professional Tax Registration certificate  |
|         |                 |  | ESI Registration certificate   |
|         |                 |  | EPF Registration certificate.  |
|         |                 |  | Service Tax Registration certificate   |
|         |                 |  | GST Registration certificate   |
|         |                 |  | Up to date Clearance certificate from the Pollution Control Board of the State where the unit(s) situated.                                 |
| B       | COMPANY DETAILS | B1. Company Details                      | Fire Licence Certificate for each Unit with validity   |
|         |                 |  | Trade Licence with valid documents.  |
|         |                 |  | Current Registration/EM II as local SSI, W.B.  |
|         |                 |  | Registration with Registrar of Companies.  |
|         |                 |  | Licence from CCE for filling of compressed Gas ( oxygen, nitrous oxide & carbon dioxide) in Cylinders with up to date Renewal certificate. |
|         |                 |  | Licence from CCE for storing of compressed Gas in Cylinders with up to date Renewal certificate.   |
| C       | DECLARATION     | C1.Declaration                           | Current No conviction certificate from the concerned State Drug Control Authority  |
|         |                 |  | Solvency Certificate issued by the Banker in favour of the Bidder.   |
|         |                 |  | Self Declaration regarding cash reserve in hand.   |
| D       | CREDENTIAL      | D1. Credential 1 (For Medical Oxygen IP) | Declaration regarding Stock position of the CCE approved cylinders which can be provided on hire.  |
|         |                 |  | Certificates from the Manufacturer of Medical Oxygen IP (if not manufactured by the Bidder).   |
|         |                 |  | Drug Licence for production of Medical Oxygen IP   |
|         |                 |  | Up to date in house Gas Chemical Test Certificate  |
|         |                 |  | Up to date in house CCE approved Certificate of Periodical Examination & Testing of Gas Cylinder .   |

| Sl. No. | Category       | Sub Category                                    | Sub Category Description  |
|---------|----------------|---|---|
|         |                | D2. Credential 2 (For Medical Nitrous oxide IP) | Certificates from the Manufacturer of Medical Nitrous oxide IP (if not manufactured by the Bidder).<br>Drug Licence for production of Medical Nitrous oxide IP<br>Up to date in house Gas Chemical Test Certificate<br>Up to date in house CCE approved Certificate of Periodical Examination & Testing of Gas Cylinder . |
|         |                | D3. Credential 3 (For Carbon dioxide)           | Certificates from the Manufacturer of Medical Carbon dioxide(if not manufactured by the Bidder).<br>Up to date in house Gas Chemical Test Certificate<br>Up to date in house CCE approved Certificate of Periodical Examination & Testing of Gas Cylinder .   |
| E       | FINANCIAL INFO | E1. P/L & Balance Sheet                         | 1. P.L. a/c & Audited Balance sheet for the year 2017-18, 2018-19 and 2019-20   |
|         |                | E2. Payment Certificate 1                       | Income Tax Returns submitted for the Assessment year 2019-20/2020-21  |
|         |                | E3. Payment Certificate 2                       | GST Returns (Any month of the last quarter) for the year 2019-20/2020-21 or the latest one.   |

2) **Financial Bid** i.e. Bid-B. :- BOQ

The folder as “**Financial Bid**” shall contain:

**a)Base Rate per Accounting unit** repeat per Accounting unit **inclusive of** Entry Tax, Customs Duty (if applicable), Transportation Charges, Insurance, Delivery Charges, Incidental Charges, Freight Charges, Testing Charges etc. and **exclusive of GST** to be quoted for the items in the **Item list for the supply of Medical Gases for separate Zones i.e., for Zone-A, Zone-B, Zone-C, Zone-D, Zone-E, Zone-F.** However, L1 will be determined on **base price exclusive of GST** only .

**b)Submission of Hard Copies:** - The bidders are not required to submit hard copies of Bid A or My documents. Submission of hard copy of Financial Bid is totally prohibited and only be submitted on- line through NIC portal.

6. **Time Schedule for the Re e-Tender :-** The time schedule for obtaining the bid documents, pre- bid meetings submission of Bids and other documents etc. will be as per the list provided in Clause No. 20 as given below.
7. The successor / heirs in office will be responsible for the liabilities created by the bidder in respect to the manpower, services etc. offered by bidder.
8. The bidder will be solely responsible for the activities if found fraudulent for cheating or swindling the money by way of advance payment or breach of terms and conditions.
9. The bidder will be responsible by abiding itself by the national law including rules relating to manpower, services etc. offered by the bidder.
10. The bidder or any one authorized representative will be entitled to participate in the tender opening process to take note of the proceedings of disclosure.
11. Failure to fulfill any of the conditions given above shall render the tender for rejection.
12. **Earnest Money :**
  - a. Necessary earnest money to be submitted for participation in the Tender on-line is Rs. 20,000/- (Rupees Twenty Thousand Only) only payable in favour of Assistant Director (Accounts) Central Medical Stores, Kolkata on-line. For details, please see Clause No 3 of On-line payment procedure.
  - b. Payment of pre-defined EMD amounting to Rs. 20,000/- (Rupees Twenty Thousand Only) may be made either of the following payment mode:

- i) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway or.
  - ii) RTGS/NEFT: In case of Offline payment through Bank account.
- c. No interest will be offered on the earnest money.
- d. **Refund of EMD:** After declaration of Award of Contract (AOC), the EMD will be refunded to the unsuccessful bidder in the same route to the account from where the transaction was processed within reasonable time.  
For successful bidders- as soon as possible after Memorandum of Agreement is signed and performance bank guarantee is deposited.
- e. **Forfeiture of earnest money:**
- i) When a bidder whose tender has been received on behalf of the Tender Inviting Authority intimates the Chairman, Supply of Medical Gases Tender Selection Committee that he is not willing to abide by the terms of the tender, or, withdraws the tender before receipt of final acceptance
  - ii) When a bidder whose tender has been accepted fails, (i) to execute an agreement in such form as aforesaid in respect of all goods or materials for which the tender is accepted within 10 days of such acceptance is made known to him or (ii) to deposit the performance bank guarantee, the earnest money deposited by such person shall be forfeited and the contract is liable to be cancelled or the agreement if executed is liable to be treated as null and void. Such bidders shall be blacklisted for a period of three years with effect from the date of the present tender.  
Further the tenderer undertakes, if his tender is accepted to enter into and execute when called upon to do so, an agreement with such modifications as agreed upon and unless and until the formal agreement is prepared and executed, this tender together with the written acceptance shall form a binding contract between the Hospital Superintendent and the contractor.

**13. Performance Bank Guarantee:**

- a. A Performance Guarantee amounting to Rs 2,00,000 (Rupees Two Lakh) only from any Nationalized/ Scheduled Bank in India acceptable to the Government of West Bengal should be submitted by the approved Bidder to the office of the Dy. Director of Health Services (E&S), West Bengal, within 15 (fifteen) days from the date of acceptance of tender. Validity of the Performance Bank Guarantee should be up to 31<sup>st</sup> June, 2024. The format of the performance bank guarantee is annexed herein in Annexure VIII.

The following Account bearing No. 000605030134 opened at ICICI Bank, 22, R.N. Mukherjee Road Branch, Kolkata should be treated as the Pooling Account of the Performance Bank Guarantee with the following Account details :

- i. Name WB Govt Pooling A/C For Performance Guarantee Account No 000605030134
  - ii. IFSC Code ICIC0000006
  - iii. MICR Code 70229002
  - iv. **Branch Address ICICI Bank, 22, R.N. Mukherjee Road, Kolkata-700001.**
- b. The performance bank guarantee will be refunded on the end of the contract period and its extensions thereof provided the work done by the successful bidder has been satisfactory and no complaints are pending.
  - c. No interest will be offered on the performance bank guarantee.
  - d. The performance bank guarantee will be forfeited.

- i. On the unsatisfactory performance of the successful bidder
- ii. If the contracted work in part or whole has been sub contracted, outsourced, sublet to any other person, organization or entity who/which is not under the direct employment/control of / has written Memorandum of Agreement with the successful bidder and without the written permission of the DDHS (E&S)
- iii. In case of failure to Supply of Medical Gases within the designated time the Superintendent of the affected Hospital shall make alternate arrangement by engaging other contractor/persons at the cost of the successful bidder, and apart from that the successful bidder shall also pay damages which the Superintendent was made to pay to any person who suffer the damages due to such disrupted services. This shall be deducted from the performance bank guarantee.
- iv. If it is discovered on a later date that fraudulent means have been employed to bid successfully for the tender. This includes supplying false documents/certificates, supplying false information, willfully suppressing facts, manipulating the tender process by forming cartels, preventing fair competition by restricting participation by others and benami participation. Such bidders and their principals shall be blacklisted for a period of five years from the date of the present tender.

**Note:** It is hereby inform to all concerned regarding Re E-Tender (4th Call) vide memo no. HST/5G-03-2021/MGC-RT3 (140, 165 & 182)/2021-23/188 dated 23.03.2022 for supply of Medical Gases in Cylinders to Govt. Hospitals and Health Units that already selected L1 Bidders of different Zones from previous Re E-Tenders(2<sup>nd</sup> & 3<sup>rd</sup> Calls) vide NIT No. HST/5G-03-2021/MGC-RT(140)/2021-23/165 and HST/5G-03-2021/MGC-RT2(140&165)/2021-23/182 will not have to submit fresh Performance Bank Guarantee except Agreement if selected as L1 Bidder of any Item in the same Zone.

14. All costs for preparing the Memorandum of Agreement will be borne by the successful bidder.

**15. Process of selection of successful bidder**

- a. The Tender Inviting Committee / DDHS (E & S), W.B. will through public notice invite tenders for Supply of Medical Gases in respective hospitals.
- b. After ensuring they meet all the eligibility criteria, intending suppliers shall submit the filled-up application form along with all enclosures and earnest money deposit in two bid system-technical and financial. The bids are to be dropped within the prescribed date and time. Any extension will be allowed only by the Tender Inviting Committee.
- c. The technical bids will be opened in the office of the Tender Inviting Committee at specified time and place in the presence of the bidders or their authorized representative. Only one person per bidder will be allowed entry.
- d. From amongst the bidders only those who have met all the essential criteria and have submitted the requisite documents and have been deemed to have successfully passed the test of technical bid by the Tender Selection Committee shall be identified.
- e. The bidder can participate in all six zones as per the given terms and conditions and eligibility. The rates to be quoted by the bidders will be as per the proforma provided in the financial bid form (Tender Form)  
The commercial bids of the identified successful technical bidders will be evaluated based on the criteria of offering the lowest rate in Supply of Medical Gases as given in the schedules in Annexure A. The bidder offering the said lowest rate will be selected to Supply of Medical Gases as per schedule.
- f. In case of a tie, the supplier shall be determined by a draw of lots.
- g. The decision of the Tender Selection Committee shall be final and binding in all respects
- h. On getting the acceptance letter from the Tender Selection Committee, the successful bidder shall deposit the Performance Bank Guarantee and sign the Memorandum of Agreement with the CMOH of all the districts in the Zone, DDHS (E&S) in case of de-centralised hospitals and Medical College Hospitals in Kolkata and make arrangements for complying the other terms and



conditions/special terms and conditions as laid down in the tender document with the prescribed time frame. The supply of medical gases is to commence from the date as mentioned in the work order. The format of the Agreement is annexed herein in Annexure VII.

- i. If the lowest quoting bidder fails to supply for 5 (five) orders at any stage in SIMS or the H & FW Department considers selection or induction of more Bidders for prompt supply for the interest of better patient care services or in the exigency of the situation, if the L1 bidder fails to supply the requisite quantum of Gases counter offers shall be invited from the next bidders i.e. L2, L3 and L4 etc. to supply at the lowest rate, i.e. at L1 rate.
16. In case it is found at a later date that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the Contractor shall remain liable to pay compensation to the Contracting Officer/Hospital authorities for inferior works as determined by the Hospital Superintendent and in case all payments have been made to the Contractor for this work, this amount will be deducted from any sum due to the Contractor
  17. **Operational guidelines-** The Principal Secretary Dept. of H&FW, The Director of Health Services, The Director of Medical Education or their authorised representative shall make the operational guidelines as and when required and they shall be followed from the date of issuance of the order.
  18. **The Chairman of the Supply of Medical Gases Tender Selection Committee** reserves the right of cancellation, adding, reducing or deferring the tender in total or partially without assigning any reason thereof and claim in this behalf in any way shall not be tenable for compensation in one way or the other. In such case the bidder will be refunded with the earnest money deposit without any payment of interest.
  19. All the districts hospitals and health centers within the Zone should be provided with the service by the approved bidder without fail.

**20. Time Schedule :**

| Sl. No. | Particulars   | Publishing Date   |
|---------|---|---|
| 1       | Date of uploading of NIT Documents(Online )   | 23-03-2022  |
| 2       | Documents download start date (Online)  | 23-03-2022  |
| 3       | Date of hoisting of documents at Departmental website( <a href="http://www.wbhealth.gov.in">www.wbhealth.gov.in</a> )   | 23-03-2022  |
| 4       | Proposal regarding any amendment/correction of T&C or Items (if any) may be submitted to email : <a href="mailto:cmswbhealth@gmail.com">cmswbhealth@gmail.com</a> . | 28-03-2022  |
| 5       | Bid Submission Start Date   | 30-03-2022 from 06:00 PM  |
| 6       | Bid Submission Closing Date(Online) for Zone A, D & F   | 06-04-2022 up to 12:00 NOON   |
| 7       | Bid Opening Date for Technical Bids (BIDA)  | 06-04-2022 from 12:30 PM  |
| 8       | Date of uploading of List of qualified Bidder of BidA,(Online)  | To be notified in the website: <a href="http://www.wbhealth.gov.in">www.wbhealth.gov.in</a> |
| 9       | Date of opening of Financial Bid/BidB (Online)  | To be notified in the website: <a href="http://www.wbhealth.gov.in">www.wbhealth.gov.in</a> |
| 10      | Date of publishing Rate Schedule  | To be notified in the website: <a href="http://www.wbhealth.gov.in">www.wbhealth.gov.in</a> |

**Annexure-C : (I) Standards of Medical Gases to be supplied.**

**Table - B**

| Specifications as per IP 2010 | Medical Oxygen IP Compressed<br>Medical Oxygen(CMO) | Nitrous Oxide IP                      | Carbon Dioxide BP |
|-------------------------------|---|---------------------------------------|-------------------|
| Assay % (v/v) min             | 99.0  | 98.0                                  | 99.9              |
| CO ppm (v/v), max             | 5   | 10                                    | 10                |
| CO2 ppm (v/v), max            | 300   | 300                                   | -                 |
| Water vapour ppm (v/v), max   | 67  | 2 mg/l                                | 25                |
| Halogens & H2S                | Nil   | Nil                                   |                   |
| Oxidising Substances          | Nil   | Nil                                   |                   |
| Arsine/ Phosphine             | Nil   | Nil                                   |                   |
| Acidity/Alkalinity            | NR  | To pass limit test                    |                   |
| NO + NO2 ppm (v/v), max       | Nil   | 2 (in both gaseous and liquid phases) |                   |

1. The firm must be manufacturer of Medical Gases i.e. Medical oxygen IP. Nitrous oxide IP and should be have valid manufacturing licence issued from the state Drug controller as per the provisions of the Drug and Cosmetic Act 1940 and rules there under (Attested copies of the licences must accompany the tender).
2. In case bulk LMO/CMO is procured from other manufacturer, the valid manufacturing licence of the manufacturer and the commitment to supply the same is to be submitted.
3. Firm should have its own fully fledged lab with chemist to test each batch and to provide batch testing reports of previous year on demand. For medical oxygen, testing methodology for impurities shall be detector tubes while the assay and identification shall be by classical methods. For nitrous oxide, testing methodology shall be classical methods.
4. The firm should have in-house facility for testing/trace impurities in P.P.M/P.P.B range for CO, NO; Phosphines, Polymers, SO2 and argon etc. and the facilities should be open to scrutiny by the CMS Authorities.
5. The Firm should perform Dragger Test as per I.P.-2010 Specification.

**(II) Standards of the Cylinders to be supplied.**

1. The firm should have a valid license for storage, filling and cylinder testing licence issue by CCE Nagpur. Attested copies of the licence to be attached.
2. All cylinders should be properly painted as per their respective colour code. In case of oxygen, the shoulder should be painted white and the remainder black. In case of nitrous oxide, the cylinder is to be painted French blue (Code 166, IS 5:2004).

3. All Cylinders should invariably be marked with “W.B. GOVT. SUPPLY. NOT FOR SALE” along **with Bar Coded / QR Coded tag for easy tracking.**
4. The name of the company, name of gas cylinder contents, manufacturing licence, batch number and relevant warning from Gas Cylinder Rules 2004 should be clearly indicated on IP tag which is to be attached on the neck of the cylinder.
5. All the cylinder of Medical Gases should have Valve in conformity with IS:3745
  - a. Valve protection caps.
  - b. Valve with nickel plating only
  - c. Tamper proof seal on the valve after filling (desirable)
6. The following things should be engraved on the cylinder of medical gases ( these information must be recorded in QR/Bar code )
  - a. Serial No. of cylinder/Identification
  - b. Code of manufacturing
  - c. Owner of the cylinder
  - d. Working pressure
  - e. Water capacity in litres
  - f. Test pressure in Kg/cm square
  - g. Year of manufacturing and testing
  - h. Tare weight of the cylinder

**Firm should supply medical gases only in Chief Controller of Explosives approved cylinders manufactured as per IS: 7285 and BIS Certified.**

**The filling of the cylinders should be of the following parameters:**

**Table - C**

| Sl. No. | Cat No | Medical Gas      | Type of Cylinder | Max working pressure at 15°C (kgf/cm2) (BAR) | Water capacity (Ltr) | Volume of gas (Cu meter) | Minimum Pressure at supply (kgf/cm2) at ambient conditions | Minimum Weight of gas at supply (Kg) |
|---------|--------|------------------|------------------|--|----------------------|--------------------------|--|--------------------------------------|
| 1       | MG 01  | Oxygen IP        | A                | 150  | 5                    | 0.71                     | 140  |                                      |
| 2       | MG 02  | Oxygen IP        | B                | 150  | 10                   | 1.43                     | 140  |                                      |
| 3       | MG 03  | Oxygen IP        | D                | 150  | 47                   | 7.1                      | 140  |                                      |
| 4       | MG 04  | Nitrous Oxide IP | A                | Filling ratio kg/ltr .667                    | 5                    | 1.74                     |  | 3.3 kg                               |
| 5       | MG 05  | Nitrous Oxide IP | D                | Filling ratio kg/ltr .667                    | 47                   | 17.1                     |  | 31 kg                                |
| 6       | MG 06  | Carbon Di-oxide  | D                | 150  | 3.4                  | 0.52                     | 124  | 2 kg                                 |

**Annexure D: - Standards of service**

1. Initiation of services
  - a. The firms should obtain from the CMOHs of the different districts a list of hospitals and health centres under their jurisdiction. The Superintendents in case of Hospitals and BMOHs in case of Health Centres are to be contacted to assess their requirement of medical gases and number of cylinders required to be supplied per week. This exercise is to be completed by five working days of starting of the contract.
  - b. In case of hospitals having a weekly requirement of more than 10 cylinders (all types), the cylinders are to be provided to the hospitals as door delivery while in case of institutions requiring lesser number of cylinders, the supply is to be made at the District Reserve Store. The first supply is to be made within seven days of receiving the work order.
  - c. Subsequently, the weekly requirement is to be supplied as door delivery for hospitals requiring more than 10 cylinders weekly and at DRS for those requiring lesser numbers.
  - d. The supply shall be made as per the requisition of the Superintendent/BMOH. When government owned cylinders are provided, they are to be refilled after proper testing and then supplied. If some cylinders are found unfit for filling, they are to be substituted by the supplier owned cylinders in the same refilling cycle till government owned cylinders are brought into circulation. Short supply of cylinders with respect to number sent for refilling will not be acceptable and will draw penal action.
  - e. If the requirement of the institution is higher than the number of government owned cylinders, the supplier should make up the deficit with their own cylinders.
  - f. Non availability of adequate number of cylinders as per the requirements shall be considered a deficiency of service drawing penal action.
2. The firm shall have one or more refilling plant/unit and warehouse of their own in the participating zones, so that the refilling time can be minimized.
3. Refilling Plants or Warehouses (capacity approx 10 days requirement of MO Cylinders of each kind). If the refilling plant is not available in any one of the participating Zone, provision of having 2 warehouses has to be ensured by the participating bidder.
4. Similarly, in case of refilling of the oxygen cylinder, the POC type of cylinder and hired one may be taken into consideration separately.
5. The firm should be able to maintain uninterrupted supply of medical gases even in emergencies. Firm should give an undertaking to the Hospital and make alternate arrangement for the supply of gases at their risk and responsibility.
6. The firm should be responsible if any mishap takes place on account of non-conformities of safety standard and rules.
7. The firm, if situated in Kolkata or making supply to hospitals in Kolkata, should have permission to ply on Kolkata road at all times of the day including restricted hours from the Kolkata Police and a copy of the same is to be enclosed.

8. 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.
9. In case if the supplier fails to supply the medical gases as per demand and as and when required, the order will be liable to be cancelled and the performance bank guarantee/ earnest money whichever is available at that time will be forfeited.
10. The Supplier will ensure the exact quantity of medical gases is being supplied by proper measurement/ Calibration of the cylinders, which shall be arranged by him failing which the supply will be replaced by the supplier on his own cost.
11. The gases supplied will be sent for quality test to a Govt. approved Lab from time to time and the cost of testing & Transportation or any other incidental charges will be borne by the supplier.
12. Each and Every Supply may be delivered between office hours only Monday to Friday 10.00 am to 04.00 pm & on Saturday 10.00 am to 01.00 pm.

#### **Annexure E: Servicing of Cylinders**

1. All cylinders supplied by the firm must strictly be made as per regulatory requirements including filling norms as per Gas Cylinder Rules 2004 as applicable.
2. The vendor shall have to supply the medical gas in the cylinders which are available in the hospital. However, any additional requirements of various types of cylinders will have to be met by the vendor.
3. Successful tenderer will also be responsible for the repair/testing/painting/hiring of hospital/government owned cylinders in L1 rates which will be applicable in all zones for all such categories (by the selected L1 bidder) for all such maintenance and hiring related works. If any repair/testing/painting is due on hospital cylinders, then the firm should inform in advance to the hospital Superintendent /BMOH and only then the same will be considered.
4. If any spare part is changed or any repair/testing/painting done on hospital cylinders then the charges will be paid extra as per quotation plus taxes as applicable, on prior information.
5. All cylinders should be properly painted as per their respective colour code. The cylinder No, name of the company and name of gas cylinder contents should be clearly indicated on the neck of the cylinder.
6. 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.
7. Every cylinder should have a ring to know when the testing of the cylinder is due.
8. Gas cylinders should be received and off-loaded by properly trained persons only at the designated place marked "EMPTY CYLINDERS" or "MT" on the filling shed.
9. No cylinder should be allowed to be removed for filling unless the same has been examined and passed as fit by a competent person appointed for the purpose.
10. All cylinders should be examined for their complete marking at the neck end to ascertain inter-alia the specifications, Chemical symbol of the Gas service, last date of hydrostatic pressure test, and symbol of the test station. If due for test, the cylinder should be segregated. All observations should be recorded in the history card/data card of the cylinder.
11. Cylinders which are severely dented corroded, or bear burn marks should not be accepted for filling.

12. The spindle is to be opened and the residual pressure released. Cylinders with some residual pressure therein are to be acceptable for filling. If gas under pressure does not come, the cylinder is to be flushed with the gas and then refilled, to get better purity. In case of any doubt regarding maintenance of pressure, the cylinder is to be examined internally.
13. Then threads of the valve outlet as well as spindle are to be checked. Valve and spindle with defective threads should be replaced.
14. The cylinder is then to be examined for any outside defect, such as burnt marks, dent, bulge, cut, gouge, corrosion, etc. which are liable to weaken the cylinder and render it unfit for further use.
15. Before attaching to manifold the hammer, test is to be conducted and if a clear ringing sound is heard, cylinders are to be filled. If dull, unclear sound is heard, weight loss is checked, and internal inspection is conducted before filling the cylinder.
16. Filling station must maintain the following record in respect of each cylinder examined and tested for filling
  - a. Name of the manufacturer and owner.
  - b. Cylinder Serial Number / Rotation Number if different.
  - c. Specification to which the cylinder conforms:
  - d. Date of original hydrostatic stretch test.
  - e. Test reports and certificates furnished by the manufacturer, if available.
  - f. Test Pressure.
  - g. Maximum working pressure.
  - h. Water capacity.
  - i. Date of the last hydrostatic stretch test and name of the testing station;
  - j. Tare weight of the cylinder;
  - k. Variation, if any, in the tare marked on the cylinder and actual tare at the time of hydrostatic stretch test;
  - l. Name of gas
  - m. Remarks;
17. The gas supplied shall be billed in the form of cubic metres.
  - a. In case of medical oxygen the cylinders are to be filled in such a manner that the pressure at the consumer end shall not be less than 150 kgs/sq cms. The volume of gas (in cu metres) supplied shall be calculated as:  $[\text{Water capacity of cylinder (in litres)} \times \text{Pressure (in kg/sq cms)}] \div 1000$
  - b. In case of medical Nitrous Oxide, the volume of gas (in cu metres) supplied shall be calculated as:  $\text{Weight of gas supplied (Weight of cylinder supplied – tare weight of cylinder)} \times 0.555$ .
  - c. In case of carbon dioxide 2.3 Kgs gas will be supplied in 3.4 litre water capacity cylinders
18. **Testing of cylinders (including Gland Nut, Washer and thread Cutting):** - For performing the statutory hydraulic testing of the government owned cylinders, an amount (selected from the BOQ –B, obtained in the Tender) shall be payable per cylinder (All type). The successful bidder at the time of taking the cylinders for filling shall intimate the Superintendent/BMOH/Dy CMOH -I, as the case may be, in writing the number of cylinders due for testing and perform the tests with prior approval. Cylinders sent for testing shall be substituted by cylinders owned by the successful bidder till the government owned cylinders are returned into circulation. Cylinders which have failed the statutory testing shall be returned to the owner.
19. **Painting of cylinders-** For painting of the government owned cylinders an amount (selected from the BOQ –B, obtained in the Tender) shall be payable per cylinder (All type). The successful bidder at the time of taking the cylinders for filling shall intimate the Superintendent/BMOH/Dy. CMOH- I, as the case may be, in writing the number of cylinders due for painting and paint the cylinders as per the Cylinders Rules in the approved colour with prior approval. Cylinders sent for painting shall be substituted by cylinders owned by the successful bidder till the government owned cylinders are returned into circulation.

20. **Cost of Hiring of cylinders-** For supply of gases in the successful bidder owned cylinders (of any size), an amount (selected from the BOQ –B, obtained in the Tender) per cylinder will be added to the cost of gas supplied as hiring charges. Painting and statutory testing of these cylinders will be done by the supplier at own cost.
21. **The weight of cylinder at random has to be measured at each hospital/ health institution, arrangement of calibrated weighing machine has to be made by the bidder.**
22. **Valve:** - An amount (selected from the BOQ –B, obtained in the Tender) will be charged.
23. **Spindle:** - An amount (selected from the BOQ –B, obtained in the Tender) will be charged.

**Annexure-F: Payment Conditions**

- a) The first bill shall be paid only after
- i) the Performance Bank Guarantee has been paid,
  - ii) the Memorandum of Agreement has been signed,
  - iii) The services to be performed as given in “Initiation of services” in 2 above, is satisfactorily completed.
- b) Bills will be drawn by the contractor in the Hospital Superintendent prescribed format and presented with the monitoring slips and other enclosures as instructed by the Hospital Superintendent. Bills will be prepared and presented monthly within the time scale as prescribed by the Hospital Superintendent. Bills will have to be countersigned as required.
- c) The Superintendent shall endeavor that the backlog of bills are kept at the minimum. However, nonpayment of bills shall not be an excuse for deficiencies in services as at the time of the tender the tenderer was to keep a cash reserve equivalent to four months scavenging in hand.
- d) Deductions will be made as follows
- i) Non supply of medical gas as per requisition
  - ii) Delayed supply
  - iii) Non supply of all the cylinders sent for filling
    1. First offence in respect of i) to iii) above in the month in the district/Kolkata- warning letter.
    2. Repeat offences in respect of I to iii above in the same month in the district/Kolkata- Deduction of Rs 5,000 (Rs five hundred) per hospital/ health centre where the supply was disrupted.
    3. Repeat offences in respect of I to iii above for more than three months (continuously or otherwise) in the district/Kolkata within the contract period- Deduction of Rs 15,000 (Rs fifteen thousand) per hospital/ health centre where the supply was disrupted.
    4. Repeat offences in respect of I to iii above for more than six months (continuously or otherwise) in the district/Kolkata within the contract period - Deduction of Rs 50,000 (Rs fifty thousand) per hospital/ health centre where the supply was disrupted and blacklisting for a period of five years
  - iv) Failure in laboratory test report in respect of standard IP 2010 norms- Deduction of Rs 15,000 (fifteen thousand) per cylinder found substandard and action as per the Drugs and Cosmetic Act.
  - v) Filling of less than desired quantity of medical gases in the cylinder twice in a month and billing for the same Deduction of Rs 5000 (Five thousand) per cylinder found under filled.
- e) Permissible taxes will be deducted from the bills and certificate will be issued by the Hospital Superintendent.
- f) **Service Tax:** The Government will pay the service tax to the selected contractor for rendering service at the prevailing rate, if applicable. The contractor will add service tax at the prevailing rates to the scavenging bill when presenting the same and this service tax amount will be paid by the Hospital Superintendent. However, prior to presenting the next bill, the contractor shall provide documentary evidence to the

Hospital Superintendent that the Service Tax collected in the previous bill had actually been deposited with the appropriate government service tax authorities.

**Annexure-G: Commencement of Work**

The Contractor will be required to deploy the manpower/ transport etc. and start supplying against order placed by the indenting units on an emergency basis. In case it is found that supply of gases/ maintenance has not been made within seven days from the date of order, the Tender Selection Committee at its sole discretion may cancel the work order and/or agreement and forfeit the earnest money deposit, deposited along with tender without any reference to the Contractor.

**Annexure-H: CANCELLATION OF CONTRACT**

- a) Notwithstanding any other provisions made in the contract, the Tender Selection Committee reserves the absolute right to terminate the contract after giving one months notice in writing, without assigning any reasons. The Contractor shall raise no compensation or claim in the event of such cancellation.
- b) The Tender Selection Committee shall also have, without prejudice to other rights and remedies, the right in the event of breach by the Contractor of any of the terms and conditions of the Contract, or due to the Contractor's inability to perform as agreed for any reason whatsoever to terminate the contract forthwith and get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover losses, damages, expenses or costs that may be suffered or incurred by the hospital authorities. The decision of the Scavenging Tender Selection Committee about the breach/failure on the part of the Contractor shall be final and binding on the contractor and shall not be called into question.
- c) If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and EMD/Security Deposit issued to the Tender Inviting Authority shall be forfeited without any claim whatsoever on Tender Selection Committee.

**Annexure-I: Miscellaneous Conditions**

- a) The Contractor shall not change the composition during the currency of the contract without the prior approval of the Medical Gases Tender Selection Committee. Any happening like death/resignation of any partner / director / member shall be notified within 24 hours of such happening by registered letter to the Dy Director (E&S), WB. On receipt of such notice, the Supply of Medical Gases Tender Selection Committee reserves the right either to terminate or continue the contract.
- b) In the event of any dispute, legal or other proceedings by any party or parties concerning the constitution or composition of the Contractor, the Supply of Medical Gases Tender Selection Committee reserves the right to take such necessary action as it deems fit including termination of contract and withholding payments due to or accrued to the Contractor.
- c) The contract shall be awarded on the basis of "Principal-to-Principal" and the Contractor shall be deemed to be an independent contractor engaged for the performance of services/work/job in the manner and to the extent provided in these presents.



**Annexure-J: Arbitration**

That if any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Contractor and the Tender Selection Committee or the Hospital Superintendent/ CMOH of the District upon or in relation to or in connection with or arising out of this tender, it shall be referred to the Principal Secretary, Health & Family Welfare Department, Government of West Bengal, who shall give his decision in this regard.

**Annexure-K: Litigation**

Legal jurisdiction of any kind of unsettled dispute will be under the jurisdiction of High Court, Kolkata.

**TABLE FOR ITEM LIST**

**1. Item list for the supply of Medical Gases (Cylinderwise) for BOQ A**

| Sl. No.           | Item Description for ZONE A,  | CAT. NO.   | Tentative monthly requirement (in Nos. of Cylinder) | Acc. Unit |
|-------------------|---|------------|---|-----------|
| <b>For ZONE A</b> |   |            |   |           |
| 1                 | Medical Nitrous Oxide I.P.-2007 ('D' Type Cylinder)Specification: Filling ratio kg/ltr=0.667, Water capacity – 47 Ltr, Volume of gas 17.1 Cu Metre, Minimum Weight of gas at supply 31 kg   | MG 05/A    | 15  | Cu. M.    |
| <b>For ZONE D</b> |   |            |   |           |
| 1                 | Medical Oxygen IP. 2010 ('A' Type Cylinder)Specification: Max working pressure 150 kgf/cm <sup>2</sup> (BAR) at 15°C, Water capacity 5Ltr, Volume of gas 0.71 Cu. Metre, Minimum Pressure at supply 140 kgf/cm <sup>2</sup> , at ambient conditions | MG 01/D    | 400   | Cu. M.    |
| 2                 | Medical Nitrous Oxide I.P.-2007 ('A' Type Cylinder)Specification: Filling ratio kg/ltr =0.667, Water capacity 5 Ltr, Volume of gas 1.74 Cu Metre, Minimum Weight of gas at supply 3.3 kg  | MG 04/D    | 200   | Cu. M.    |
| 3                 | Medical Nitrous Oxide I.P.-2007 ('D' Type Cylinder)Specification: Filling ratio kg/ltr=0.667, Water capacity – 47 Ltr, Volume of gas 17.1 Cu Metre, Minimum Weight of gas at supply 31 kg   | MG 05/D    | 15  | Cu. M.    |
| 4                 | Carbon Di-Oxide Specification: Max working pressure 150 (kgf/cm <sup>2</sup> ) (BAR) at 15°C, Minimum Pressure at supply 124 kgf/cm <sup>2</sup> , at ambient conditions.   | MG 06(a)/D | 10  | Kg.       |
| <b>For ZONE F</b> |   |            |   |           |
| 1                 | Medical Nitrous Oxide I.P.-2007 ('D' Type Cylinder)Specification: Filling ratio kg/ltr=0.667, Water capacity – 47 Ltr, Volume of gas 17.1 Cu Metre, Minimum Weight of gas at supply 31 kg   | MG 05/F    | 15  | Cu. M.    |

NOTE : D TYPE Cylinder will have to supply to the units excluding of Medical Colleges and Hospitals ,where pipeline system do exist.

**(Calculation of volume of gas ( in Cylinders)**

1. **Medical Oxygen-** [Water capacity of cylinder ( in Lt.) X pressure In cylinder ( In Kg/ Sq. CM)] /1000
2. **Medical Nitrous Oxide-** Weight of the gas (in Kgs) X 0.555
3. **Carbon dioxide-** 2.3 Kg gas in 3.4 Lt. water capacity cylinder at 124 bar supply pressure.

  
Deputy Director of Health Services (EMS), WB

AD  
23/3/2022

  

---

**Annexure I**  
**(Application for submitting the tender )**

**Technical Bid Form**

All points are to be filled up; no places are to be kept vacant. For statutory clearances/registrations not applicable, mention "NOT APPLICABLE" instead of keeping blank.

**Separate Bids should be submitted for each zone.** All the papers and enclosures for required for each bid for each zone is to be submitted separately with each bid. Submission of incomplete bid will render them liable for rejection.

|   |   |
|---|---|
| Name of the Work  | Supply of medical gases in Cylinders to hospitals and health centres, Govt. Of West Bengal for the Year |
| Tender NIT NO. & Date   |   |
| Name of the Zone Tendered for   |   |
| Receipt of Earnest Money. If exemption is sought, the copies of the necessary papers                          |   |
| Name / Title of the Bidder  |   |
| Full Address  |   |
| E-Mail ID:  |   |
| Tel. No & Mobile No.  |   |
| Name of the Distributor for Zone to be mentioned.( give District wise break up)                               |   |
| Addresses of Offices of distributors & telephone numbers, email id in the District of the tendered zone       |   |
| Addresses of Offices of distributing Centre & telephone numbers email id in the District of the tendered zone |   |
| Legal entity of the bidder whether Firm / Society / Company / Other entity                                    |   |
| a) Registration No.   |   |
| b) Authority with whom registered   |   |
| c) License No. _____<br>Granted by _____<br>For the purpose of _____  |   |
| Name & Address of the Bankers of the bidders  |   |
| PAN No.   |   |
| TAN No.   |   |
| Registration No. granted by Central Excise Commissioner for Service tax (If Applicable)                       |   |
| GSTN No.  |   |
| EPF Registration Number   |   |
| ESI Registration Number   |   |

|   |   |
|---|---|
| Central Excise License No.  |   |
| Attached Solvency Certificate duly issued by the Banker to the bidder   | YES<br>NO   |
| No. of manpower employed by the bidder in its office (to be supported by documentary proof like ESI/PF/P Tax payment statements ( a. Administrative b. Technical c. Workers )   | a.<br>b.<br>c.  |
| Details of the plant set up enclosed (Technology used, production capacity per day, filling capacity per day, purity levels of gas produced, same filling gantry for medical and industrial gas etc) (Separately for Nitrous Oxide and Oxygen)  | YES<br>NO   |
| Clearance from the WBPCB  | YES<br>NO   |
| Licence from CCE for filling of cylinders   | YES<br>NO   |
| Experience of the bidder in dealing with the tendered services (attach copies of work orders)   | Page No.  |
| Name , Address and Experience of the distributors in dealing with the tendered services (give district wise break up)   | Page No.  |
| Name of Manufacturer of Medical Oxygen IP 2010<br>Same as bidder<br>Drug licence for production of Medical Oxygen IP 2010<br>Having in house gas chemical test facility<br>Having in house CCE approved cylinder testing facility               | Yes / No<br><br>Yes / No<br>Yes / No  |
| Name of Manufacturer of Medical Nitrous Oxide IP 2010<br>Same as bidder<br>Drug licence for production of Medical Nitrous Oxide IP 2010<br>Having in house gas chemical test facility<br>Having in house CCE approved cylinder testing facility | Yes / No<br><br>Yes / No<br>Yes / No  |
| Name of Manufacturer of Carbon dioxide<br>Same as bidder<br>Licence for production of Carbon dioxide<br>Having in house CCE approved cylinder testing facility  | Yes / No<br>Yes / No<br>Yes / No  |
| No of CCE approved cylinders in stock which can be provided on hire   | Medical Oxygen<br><b>A type</b> _____,<br><b>B type</b> _____,<br><b>D type</b> _____<br>Medical Nitrous Oxide<br><b>A type</b> _____<br><b>B type</b> _____<br><b>D type</b> _____ |
| Annual Turnover in the last 3 years   |   |
| Cash reserve in hand (self declaration)   |   |
| Profit before taxes in last 2 years (attach copies of CA certified profit & loss accounts of balance sheet)   |   |
| Blacklisted by any government authority at any time. If yes, provide details  | YES<br>NO   |
| Has the firm or its Principals been convicted in any criminal case or case involving moral turpitude by any court. If yes, provide details  | YES<br>NO   |
| Any criminal case or case involving moral turpitude pending in any court against the firm or its Principals. If yes, provide details  | YES<br>NO   |
| Any litigation against the firm or its Principals? If yes, provide details  | YES<br>NO   |
| Income Tax Returns for last three years attached  | Yes / No  |
| Sales Tax Returns for last three years attached   | Yes / No  |

|   |
|---|
| Any other relevant information wish to submit   |
| I have gone through the eligibility criteria for participating in the tender and certify that all the conditions have been fulfilled  |
| have read the General and Special Terms and Conditions, including the penal provisions, as given in the tender documents as per the tender notice quoted above. I have accepted them and agree to abide by them. I have also read the Memorandum of agreement and do agree to abide by it if declared successful in my bid. |

*Certified that the above information is correct and true to the best of my knowledge and belief. Nothing has been concealed, false and fabricated and in case any information is found incorrect. I, the under signatory will be personally responsible for the same.*

*All the papers and enclosures necessary for taking part in this tender have been enclosed at the time of dropping the tender and no further alterations or additions or corrections shall be requested after the tenders have been opened.*

The total number of documents is

1. Technical bid form
2. Enclosures (give the list of enclosures with page numbers)
  - a. -
  - b. -

Date

Signature of the authorised signatory

**Annexure II**

**Authorization letter in favour of the applicant (other than Managing Director/ Proprietor) –  
from the competent authority.**

**FORMAT**

( To be furnished in the Company's official letter pad with full address and contact no, E mail address etc)

(TO WHOM IT MAY CONCERN)

*This is to certify that Mr. .... (Name), employee of this  
Organisation as ..... (Official Designation) is hereby authorised to submit  
tender online , Vide NIT No....., Dated..... on behalf of the  
Organisation.*

Signature of the competent authority

Name in Block Letters.....

Designation.....

Seal

.....  
(Signature of the Authorised Person)

Signature of Mr.....  
.....(Designation), is hereby attested.

Signature of the competent authority

Name in Block Letters.....

Designation.....

Seal

Annexure III

(Certificate from Chartered Firm)

This is to certify that having been examined the audited balance sheet/P&L Accounts and other records that  
M/S ..... having its office at  
..... that Annual Turnover of the  
firm for the Financial years 2017-18,2018-19 & 2019-20 are Rs.....Cr., Rs.....Cr. & Rs.....Cr.  
respectively

**Signature of the Chartered Firm with Registration No & Seal & UDIN No.**

Countersigned

Signature of the authorised signatory

(tenderer)

**Name in Block Letters.....**

**Designation.....**

**Seal**

Annexure IV

Copy of agreement signed between the tenderer and the authorized Distributor as proof  
to be submitted here.



FORMAT FOR CHECK LIST in respect of  
**"RE E- TENDER ( 4<sup>th</sup> Call ) FOR MEDICAL GASES IN CYLINDERS FOR THE YEAR 2021-23"**

NIT No. ....

Date .....

Name of the Tenderer: - \_\_\_\_\_

Full Address of the Tenderer: \_\_\_\_\_

E-Mail: - \_\_\_\_\_

Contact person relating to vendor &amp; Mob. No. :- \_\_\_\_\_

Tendering as: Manufacturer of Oxygen, Nitrous Oxide and Carbon Di-Oxide.

Submission of tender for Zone .....

Status of Manufacture: State based S.S.I/ State based PSU/ State based Others/  
 Others Outside WB (Strike out which is not applicable)

Average Annual Turn Over: Rs.....

Name of the proposed Distributor :  
 with Address & Contact No.  
 (District Wise)

| Name of the District | Name of the Distributor | Address of the Distributor | Name of the Contact person with Contact No. |
|----------------------|-------------------------|----------------------------|---|
|                      |                         |                            |   |
|                      |                         |                            |   |
|                      |                         |                            |   |

| Sl. No. | DESCRIPTION   | SUBMITTED (Y/N) | PAGE No. | Remarks |
|---------|---|-----------------|----------|---------|
| 1       | Copy of Demand Draft of Rs 5,00,000/- (Rupees five lakh only) in favour of Dy. Director (Accounts) Central Medical Stores submitted to DDHS(E&S), W.B as Earnest money. |                 |          |         |
| 2       | Certificate of registration in respect of SSI , WB  |                 |          |         |
| 3       | Application for submitting the tender in prescribed proforma.   |                 |          |         |
| 4       | Authorisation letter of signatory from the company.   |                 |          |         |
| 5       | Copy of agreement between the Tenderer and the Authorised Distributor Zone wise. (Details of the Distributor viz. address, phone no. contact person, etc.)              |                 |          |         |
| 6       | Certificate from Chartered firm about last 3 years annual turnover.   |                 |          |         |
| 7       | Income Tax Returns submitted , as asked for   |                 |          |         |
| 8       | VAT /CST/ GST Returns submitted , as asked for  |                 |          |         |
| 9       | PAN Card of the authorized signatory  |                 |          |         |
| 10      | Professional Tax Registration certificate   |                 |          |         |
| 11      | ESI Registration certificate  |                 |          |         |

| Sl. No. | DESCRIPTION   | SUBMITTED (Y/N) | PAGE No. | Remarks |
|---------|---|-----------------|----------|---------|
| 12      | EPF Registration certificate.   |                 |          |         |
| 13      | Service Tax Registration certificate  |                 |          |         |
| 14      | VAT/ CST/GST Registration certificate   |                 |          |         |
| 15      | Central Excise Registration Certificate   |                 |          |         |
| 16      | Clearance Certificate from the WBPCB  |                 |          |         |
| 17      | Fire Licence Certificate.   |                 |          |         |
| 18      | Trade Licence/Enlistment  |                 |          |         |
| 19      | Current Registration/EM II as local SSI, W.B.   |                 |          |         |
| 20      | Registration with Registrar of Companies.   |                 |          |         |
| 21      | Licence from CCE for filling of Cylinders.  |                 |          |         |
| 22      | Current No conviction certificate from the concerned state Drug Control authority                 |                 |          |         |
| 23      | Affidavit about Non- conviction from Notary Public/Judicial Magistrate/Executive Magistrate.      |                 |          |         |
| 24      | Solvency Certificate Issued by the Banker in favour of the Bidder.                                |                 |          |         |
| 25      | Self Declaration regarding cash reserve in hand.  |                 |          |         |
| 26      | Declaration regarding Stock position of the CCE approved cylinders which can be provided on hire. |                 |          |         |
| 27      | Certificates from the Manufacturer of Medical Oxygen IP   |                 |          |         |
| 28      | Drug Licence for production of Medical Oxygen IP  |                 |          |         |
| 29      | In house Gas Chemical Test Certificate of Medical Oxygen IP                                       |                 |          |         |
| 30      | In house CCE approved Cylinder Test Certificate of Medical Oxygen IP                              |                 |          |         |
| 31      | Certificates from the Manufacturer of Medical Nitrous oxide IP                                    |                 |          |         |
| 32      | Drug Licence for production of Medical Nitrous oxide IP   |                 |          |         |
| 33      | In house Gas Chemical Test Certificate of Medical Nitrous oxide IP                                |                 |          |         |
| 34      | In house CCE approved Cylinder Test Certificate of Medical Nitrous oxide IP                       |                 |          |         |
| 35      | Certificates from the Manufacturer of Carbon dioxide  |                 |          |         |
| 36      | Drug Licence for production of Carbon dioxide   |                 |          |         |
| 37      | In house Gas Chemical Test Certificate of Medical Carbon dioxide                                  |                 |          |         |
| 38      | In house CCE approved Cylinder Test Certificate of Carbon dioxide                                 |                 |          |         |
| 39      | P.L. A/c. & Balance sheet , as asked for  |                 |          |         |

Signature of the authorised signatory  
(tenderer)

Name in Block Letters.....  
Designation.....

Seal

**ANNEXURE VI**

Draft Affidavit Proforma

I, Sri/Smt. ....  
The Managing Director/Proprietor (etc.) of the Firm , ..... (Name of the firm)  
At (address).....  
P.O... ..  
P.S.....Dist.....  
do hereby solemnly affirm and declare as follows:

1. That I have not ever been convicted of any offence of any manner/kind what so ever making myself liable to be disqualified to supply of Medical Gases to any Govt. or Govt. undertaking Organization /Institution in the State of West Bengal or other State or States.
2. That, no case is pending against me or against my firm, in any court of law to supply of Medical Gases to the Govt. or Govt. undertaking Organization / Institution in the State of West Bengal or other State or States .
3. That my firm is not blacklisted /debarred at present, by any Govt. or Govt. undertaking Organization / Institution in the State of West Bengal or other State or States of India to supply of Medical Gases to any Govt. or Govt. undertaking Organization.
4. That, I also declare that if any information subsequently found incorrect or false will automatically render the tender submitted by me cancelled ab initio without assigning to me any reason what so ever and make me liable for penal/legal action as per law of the country.
5. That I do further affirm that, the statements made by me in this tender are true to the best of my knowledge and belief and all the documents attached are genuine & correct.

Signature of the Deponent(s).  
Name in Block letters :  
Designation :

Annexure VII

Prescribed format for Agreement

AGREEMENT FORM FOR APPROVED VENDOR

ARTICLES of Agreement made on this \_\_\_\_day of .....(Month), 2021 between the Governor of the State of West Bengal (hereinafter referred to as the 'Governor' which expression shall unless excluded by or repugnant to context be deemed to include the successor in office and assigns) represented by the Deputy Director of Health Services (Equipment & Stores) hereinafter called the DDHS (E&S) having its office(s) at 141, A J C Bose Road, Kolkata 700 014 ON ONE PART,

AND

M/S ..... having its office at ..... Carrying on business at....., as manufacturer/ bulk filler of medical oxygen IP 2010 and/or medical nitrous oxide IP 2010 and/or Carbon dioxide (for Medical use) (Hereinafter referred to as the 'VENDOR' which terms shall unless excluded or repugnant to the context be deemed to include the Partners and Principals of the said firm and their respective heirs, executors, administrators representative and assigns/ and assigns) on the OTHER PART.

1. WHEREAS, the Dy. Director of Health Services (E&S), having expressed intention of preparing rate schedule for procurement of Items for two years from the date of declaration of Award of Contract (AOC) and its extension upto 6 (Six) months (if any) by the health facilities across the State upto the level of State General Hospital in respect of **Re e -tender vide NIT No. ...., Dated .....** read with corrigendum notice there to in the NIC portal vide no <https://wbtenders.gov.in> on specified terms and conditions and the Vendor has been selected as approved vendor and agreed to supply such items on such terms and conditions, the present agreement is drawn up and executed, incorporating inter-alia the said terms and conditions in the Schedule to the Agreement.
2. In this Agreement whenever rights, privileges, discretions and powers have been said to be exercisable by the "Government of West Bengal", such rights, privileges, discretions and powers will be actually exercisable by the Dy Director of Health Services (E&S), the heads of the direct demanding units or the Department of Health & Family Welfare, Government of West Bengal up to the level of State General Hospital, unless otherwise specified.
3. The Vendor agrees to, according to and in compliance with the orders as may be placed by the Deputy Director of Health Services (E&S), West Bengal /Medical College & Hospitals/ District Reserved Stores/Speciality Hospital/ District Hospitals/Sub Divisional Hospital /State General Hospitals or other purchasing units supply full quantity to the said officer at the rates and within the time limit fixed prescribed in the said order by own arrangements and they shall not be entitled to charge any cost for the transport of the said goods to the said premises for such delivery thereof. All temperature sensitive materials will be transported in cold chain.
4. The Vendor agrees that the accepted rates as provided in the accompanying schedule shall hold good throughout the tender period up to 2 years from the date of declaration of AOC as well as for such period for which the tender may be extended unless otherwise revised by Govt. of West Bengal.
5. The Vendor agrees not to assign, transfer or sublet the rights and benefits under this contract either in part or in whole to any other party.
6. The Vendor agrees not to make any representation for deviation from their quoted rates and /or terms and conditions which may cause any delay in supply and will invoke the Penal provisions of this agreement except in conditions of Force Majeure wherein in conditions like strikes, war like situation, severe natural calamities, major fires, acts of God the Vendor is unable to carry out his commitment of meeting the terms of this contract.

7. All supplies will have to be completed by door delivery within the time limit as specified in the Tender from the date of order in the SMIS System from the procuring units. NO RELAXATION ON ANY ACCOUNT WILL BE ALLOWED FOR CONDONING DELAYED SUPPLIES.
8. The selected vendors would have access to the Vendor Portal from which, the procurement order, Goods Received Notes (GRN) and Bill Status can be seen on line & downloaded. The procurement order generated out of Vendor portal will have the same meaning and strength that of physical order
9. The Vendor hereby declares that
  - A. The firm has not ever been convicted of any offence of any manner/kind what so ever making itself liable to be disqualified to supply of Medical Gases to any Govt. or Govt. undertaking Organization /Institution in the State of West Bengal or other State or States.
  - B. No case is pending against the firm in India or in any court of law to supply of Medical Gases to the Govt. or Govt. undertaking Organization / Institution in the State of West Bengal or other State.
  - C. The firm is not blacklisted /debarred at present, by any Govt. or Govt. undertaking Organization / Institution in the State of West Bengal or other State or States of India to supply of Medical Gases to any Govt. or Govt. undertaking Organization.
  - D. It is also declares that if any information subsequently found incorrect or false will automatically render the tender submitted by the firm cancelled ab initio without assigning to the firm any reason what so ever and make them liable for penal/legal action as per law of the country.
10. All legal jurisdiction of any unsettled dispute will be subject to the jurisdiction of High Court, Kolkata.
11. This contract is valid for two years from the date of declaration of Award (AOC) and its extension thereto.
12. The vendor agrees to comply with other terms and conditions laid down in the NIT document during the tender period and is aware of the provision of timely supply, penalty for late delivery and provision of penalty to be imposed for violating other terms and conditions laid down in the tender document.

Approved Items with Rate

| Sl no | Cat No | Name of the item | Acc. Unit | Rate per accounting unit | Amount and number of Performance Bank guarantee | Name of the Bank with name of the Branch and IFSC code | % of GST |
|-------|--------|------------------|-----------|--------------------------|---|--|----------|
| 1     |        |                  |           |                          |   |  |          |
| 2     |        |                  |           |                          |   |  |          |

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands and seals the \_\_\_\_\_ day/month and year first above written.

SIGNED AND DELIVERED BY THE :

by presence of.  
1.

Signed for and on behalf of the Vendor

by presence of.  
1.

Signed for and on behalf of the Governor  
Of the State of West Bengal

Annexure VIII

Prescribed format for Performance Bank Guarantee by the Bank

INDIAN NON JUDICIAL STAMP PAPER OF RS. 100

Bank Guarantee No:

Date:

Expiry Date:

Amount of Bank Guarantee: Rs..... (Rupees.....) only.

To The Dy Director Health Services (E&S), West Bengal,  
Central Medical Stores  
141, A.J.C Bose road, Kolkata-14.

Whereas.....(name of the firm)..... hereinafter all the supplier as undertaken in pursuance of NIT No ....., dated ..... to supply of the approved items hereinafter called the 'contract'.

And whereas we have agreed to give the supplier a Guarantee.

Therefore, we have affirm that we are the guarantors and responsible to you , on behalf of the supplier up to a total of Rs. ....(Rupees ..... ) only and we undertake to pay you upon your first written demand declaring that supplier to be in default under the contract and without cavil or arguments, any sums within the limit of Rs. ....( Rupees.....) only as aforesaid, without your needing to prove or to show grounds of reasons for demand or the sum specified therein.

Beneficiary Account Details :

- a. Account Name : WB Pooling Account for Performance Bank Guarantee
- b. Account No 000605030134
- c. IFSC Code ICIC0000006
- d. MICR Code 70229002

Branch Address ICICI Bank, 22, R. N. Mukherjee Road,Kolkata-700001

The guarantee is valid upto 31st June, 2024

Bank Guarantee No.

date.

Notwithstanding anything contained therein before,

1. Our liability under the Bank Guarantee shall not exceed Rs. ....(Rupees ..... ) only 2. This Bank Guarantee shall be valid upto.....

3. Our liability to make payment shall arise and we are liable to pay the guarantee amount or any part thereof under this guarantee only and if you serve upon us a written claim or demand in terms of the guarantee on or before .....( expiry date).

We, .....( name of the Bank with code No. ) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the government, in writing. Dated...

For Bank Authority:-

1. Signature :
2. Name :
3. Designation with seal :
4. CBPA NO :
5. Guarantee Bond No. :

Signature of the Branch Manager with Bank's seal

## IMPORTANT INFORMATION ABOUT ONLINE TENDERING

### 1<sup>st</sup> Step.:                    SEARCHING THE TENDER

- After Login on wbtenders.gov.in with DSC ,click on Search Active Tenders
- In keyword write CMS or Tender memo. no. as reference no. on NIC website.

### 2<sup>nd</sup> Step.:                    DOWNLOADING THE TENDER DOCUMENTS

- After searching the particular tender you will find NIT & BOQ , click on those to download and save the documents.
  - While downloading the BOQ please do not change the name of the BOQ and quote as per the exact Accounting Unit, as mentioned in the Items list under Table-I.

### 3<sup>rd</sup> Step:                    REGARDING 'MY DOCUMENTS'

- First upload all the My Documents before starting the Bid Submission process.
  - While starting the Bid submission process an option will arise “Whether EMD Exempted or Not”; after that you will find an option “Do you want to submit other Important documents”.
  - Here click on YES to submit the ‘MY DOCUMENTS’ and then tick mark the check boxes to tag those documents in that particular tender.
    - Then you have to tick the items you want to submit Bid.
      - This process will be carried out in each and every GROUP that you are participating.

### 4<sup>th</sup> Step:                    REGARDING 'BOQ'

- While first opening the BOQ there is an option at top of the rows as “Security warning Macros have been disabled” Click on options
  - Select “Enable the content” then OK.  
This will provide you the Total in Words

### 5<sup>th</sup> Step:                    Submission Of EMD through Bid Submission Process

After selecting the option as “Whether EMD Exempted or Not”, the screen would display two options. Either you can proceed for “Pay Online” option on the left-hand side or “Submit OID” option on the right-hand side. After submitting the OID, Click “Encrypt & Upload” which will lead you towards submission of Technical and Financial Bids.