



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 4417/4418/4419  
E mail: [cmswbhealth@gmail.com](mailto:cmswbhealth@gmail.com)

**NOTICE INVITING E-TENDER FOR SUPPLY OF MEDICAL GASES IN CYLINDERS THROUGH EXISTING PIPE LINE SYSTEM TO 12 ( TWELVE ) GOVT. HOSPITALS FOR THREE YEARS FROM THE DATE OF AWARDING OF CONTRACT BY THE DY. DIRECTOR OF HEALTH SERVICES (E&S), CENTRAL MEDICAL STORES**  
(Through Pre-qualification)  
(Submission of Bid through *online*)

**Memo No.: HST/5G-04-2022/MGPL/2022/209**

**Dated: 15.07.2022**

The Deputy Director of Health Services (E&S) having its office at Central Medical Stores, 141, Acharya Jagadish Chandra Bose Road, Kolkata – 700 014 invites e-tender on behalf of the Health & Family Welfare Department, Government of West Bengal from the manufacturer of compressed Medical Oxygen IP for supply of Medical Gases (Oxygen IP and Nitrous Oxide IP) in cylinders through existing pipe line system for servicing Medical Gases along with the system of Medical Vacuum Services in the health facilities and also having expertise in operation, maintenance of the existing pipe line system and the scope of work should also include Operation (with manpower) and comprehensive maintenance with (manpower & spares) of the existing pipeline system for the health facilities as per **Annexure – A** for three years from the date of awarding of contract. The Bidder being the manufacturer of compressed Medical Oxygen IP must be a manufacturer/ bulk filler/ authorised distributor of Nitrous Oxide IP.

**Necessary Earnest Money to be submitted for participation in the Tender on-line is Rs. 2,00,000/- (Rupees Two Lakh) only for each particular Health facility** (as per list of Annexure A , below ) payable in favour of **Assistant Director (Accounts)** Central Medical Stores, Kolkata on-line. The procedure for submission of EMD on line is more clearly described in the clause no 3 below.

Local MSMEs registered in West Bengal are exempted from submission of EMD as per Finance Department, GoWB 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 the 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>. All papers must be submitted in English language with Page Marking.

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

- a. A bidder desires of taking part in the tender shall login to the e procurement portal of the Govt of West Bengal <https://wbtenders.gov.in> using his login ID and Password.
- b. He will select the particular tender to bid and payment of pre-defined EMD amounting to Rs. 2, 00,000/- (Rupees Two Lakh) by selecting from 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. 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

- ii. 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.**

#### **6. 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 corporate body which may sue or may be sued.
2. The bidder should have the capability to make un-interrupted supply of Medical Gases (Oxygen IP and Nitrous Oxide IP) through existing pipe line system for servicing Medical Gases along with the system of Medical Vacuum Services in the health facilities and also having the capacity to repair & maintain the existing pipe line system along with the system of Medical Vacuum Services for the health facilities for the cause of un-interrupted supply. **For this purpose, the bidder should have required numbers of Cylinders of its own stock.**
3. The bidder should have the spare capacity to supply minimum of 400 nos. or the requirement as per Survey Report as per Clause No. 13 hereunder (whichever is greater) of D Type-Cylinders filled with Medical Oxygen IP from its own manufacturing unit(s) per day for each Health Unit excepting SSKM Hospital & IPGME&R. For SSKM Hospital & IPGME&R – minimum spare capacity for D Type Cylinder to supply is 800 Cylinders per day or the requirement as per Survey Report as per Clause No. 13 hereunder (whichever is greater).
4. The bidder should have their experience (at least 3 years) to supply the medical gases in bulk cylinder (D-Type) at least in 500 bedded 3 Hospitals.  
If a bidder intends to submit Bid for a 1000 or more bedded Health Units, the bidder must have their 3 years experience to supply of medical gases in pipeline systems in bulk cylinders for at least 1000 bedded 1 (one) hospital /500 bedded 2 (Two) hospitals in addition to the primary experience to supply of medical gases through pipeline systems in D Type Cylinder to at least 500 bedded 3

Hospitals for 3 years. The bidder must submit their documents of such experience from the concerned Hospital Authority in the identical project they have undertaken anywhere in Govt./Private sector within INDIA.

- The Bidder must be the manufacturer of Compressed Medical Oxygen IP. He should also be a manufacturer/ bulk filler/ authorised distributor of Nitrous Oxide IP. In case of supply of Nitrous Oxide IP, the Bidder should have the necessary tie ups with the gas manufacturers to be able to supply the gases as required, 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.

If any Bidder intends to appoint any distributor, he may appoint its authorised Distributor for any particular Health Facility. The authorised distributor should have exposure, experiences and expertise for installing the medical gas pipeline system and its operation & maintenance to ensure smooth & prompt supply. The authorised distributor should have required financial capacity, Licenses, manpower & experiences also.

Order & Payment will be raised in favour of the distributor on behalf of the manufacturer. Agreement between the Manufacturer (bidder) and the authorised distributor along with required documents relating to the distributor should be uploaded in the tender documents. It is, however, made clear that agreement in pursuance of the accepted tenders will be executed only with the Bidder who will be responsible for the supply.

- For Medical Oxygen IP, the Bidder must have its own Air Separation Unit within 700 KM from procuring hospital & the bidder must have bottling plant with Drug License within the State of West Bengal.
- The bidder should be competent enough to deal with the business of supplying medical gases to the Medical Colleges & Hospitals and Health Facilities for which the bid is being made and should have adequate financial capability and man-power (Skilled/semi-skilled/unskilled & Technical) to maintain the existing pipe line system along with the system of Medical Vacuum Services for the health facilities.

**Annexure A: Showing the name of the health facilities.**

Sl No.	Name of the health facilities	Medical Gases to be supplied in cylinders as per requirement of the respective health units. (As per Clause No. 13 below)  Minimum capability of Cylinders to be supplied ( <b>B type cylinders</b> - 10 ltrs water capacity/ 1.43 Cu. M, <b>A type Cylinders</b> - 5 ltrs water capacity/ 0.71 Cu.M <b>D Bulk type Cylinders</b> - 47 ltrs water capacity/ 7.1 Cu. M)	
01.	R.G.Kar MC&H	Medical Oxygen I.P.	Medical Nitrous Oxide I.P.
02.	N.R.S. MC&H	Medical Oxygen I.P.	Medical Nitrous Oxide I.P.
03.	Bankura Sammilani MC&H	Medical Oxygen I.P.	Medical Nitrous Oxide I.P.
04.	Dr. B.C.Roy PGIPS	Medical Oxygen I.P.	Medical Nitrous Oxide I.P.
05.	Calcutta MC&H	Medical Oxygen I.P.	Medical Nitrous Oxide I.P.
06.	North Bengal MC&H	Medical Oxygen I.P.	Medical Nitrous Oxide I.P.
07.	Burdwan MC&H	Medical Oxygen I.P.	Medical Nitrous Oxide I.P.
08.	SSKM Hospital & IPGME&R and Annexed Hospitals	Medical Oxygen I.P.	Medical Nitrous Oxide I.P.
09.	Calcutta National MC&H	Medical Oxygen I.P.	Medical Nitrous Oxide I.P.

10.	Midnapore MC&H	Medical Oxygen I.P.	Medical Nitrous Oxide I.P.
11.	Chittaranjan Seva Sadan	Medical Oxygen I.P.	Medical Nitrous Oxide I.P.
12.	School of Tropical Medicine, Kolkata	Medical Oxygen I.P.	Medical Nitrous Oxide I.P.

8. The Bidder must have the requisite trade, Drug and other licences to do the business of supplying medical gases to the Medical Colleges & Hospitals and Health Facilities for which the bid is being made.
9. The Bidder should have PAN, EPF & ESIC, GST Registration & up to date clearance should be taken/ return to be submitted (as the case may be) from all the statutory authorities .
10. The Bidder must not have been blacklisted by any government department regarding procurement of medical gases.
11. The Bidder must not have been convicted in any court any vigilance or any criminal case against it.
12. The Minimum average Annual Turnover of the Bidder (Excepting MSMEs, WB) for last 3 (Three) financial year i.e. 2018-19, 2019-20, & 2020-21, is at least Rs. 10 crore for supply of Medical Gases (Oxygen IP and Nitrous Oxide IP) through existing pipe line system for servicing Medical Gases along with the system of Medical Vacuum Service in the health facilities as per following manner.

Sl	Bidders having Average Annual Turn Over as follows	Allowed to participate for
1	Rs. 10 Cr. To Rs. 20 Cr.	Maximum Two Hospitals
2	More than Rs. 20 Cr. to Rs. 50 Cr.	Maximum Five Hospitals
3	More than Rs. 50 Cr. to Rs. 100 Cr.	Maximum eight Hospitals
4.	More than Rs. 100 Cr.	All Hospitals

MSMEs, WB having Average Annual Turn Over for last 3 (Three) financial year i.e. 18-19, 19-20 and 20-21 is at least Rs. 3 (Three) Crore would also be eligible to participate in the Tender for supply of Medical Gases (Oxygen IP and Nitrous Oxide IP) through existing pipe line system for servicing Medical Gases along with the system of Medical Vacuum Service in two (01) health facilities. If they intend to supply for more than one health facilities, the additional Average Annual Turn Over would be calculated @ Rs.2 Crore per health facility.

13. The bidder will itself survey the daily requirement of D Type Cylinders for supply of Medical Gases (Oxygen IP and Nitrous Oxide IP) through existing pipe line system of the health facility for which it intends to participate & the numbers of A Type & B Type Cylinders, required during any emergency of the facility to ensure the un-interrupt Medical Gas Supply would also be prepared after necessary survey. The report of the above survey mentioning the tentative daily requirement of Cylinders (A, B & D Type) duly signed by the authority of the health facility should be produced in the tender documents. The intending Bidder should have the adequate stock of cylinders to provide the supply as & when required. Undertaking to this effect, (in the form of Notary Affidavit) should be submitted in the tender documents for the particular health facility, it intends to participate.
14. 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. 18-19, 19-20, & 20-21 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.

But,

in case of merger / amalgamation / transfer of business / transfer of assets / bifurcation of business/ selling of business / Assignment etc. occurred by the order of Court / Central Govt./State Govt. /Commission affects the bid condition of a firm, in that case, the experience / past performance / market standing status etc in preceeding years of the previous firm, shall also

be considered as the eligibility of a bidder by the TIA on the basis of the stated agreement/BOD Resolution / CA Certificates or any other relevant documents /Certificates annexed in the tender.

15. **The Bidder should quote for both Medical Oxygen IP and Medical Nitrous Oxide IP in the B.O.Q. for each particular health facility the bidder intends to bid. If rate of one of the gases is only quoted, the rate of the quoted gas will not be considered for evaluation.**
16. **The approved supplier should supply Carbon Di-Oxide Gases for Medical Use as per CMS approved Rate as when required by the Hospital authority(s). In this respect , the bidder should have necessary approval/certificates from the appropriate authority.**

## **7. 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 Three Years from the date of award of contract** 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://www.wbhealth.gov.in)
5. Separate charges for any new installation will have to be paid to the vendor by the Hospital Authority after full satisfaction as per the estimated cost, prior approved by the Hospital Authority.
6. During survey, the bidder must prepare a plan how they will initiate to supply of medical gases without any disruption of medical gases to the patient of the respective health institute(s), if they get award of contact to supply medical gases through above mentioned system for the health institute(s).
7. During survey the bidder must estimate how many number of each type of cylinders (A,B and D Type) are required per day; how many number of each type of cylinders (A,B and D Type) are lying with the health institute for which he wants to quote and how many cylinders are required to have its own. If the bidder has the required no. of each types of cylinder as per above survey, he may quote for that institution.

## **8. 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 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)**

#### **STATUTORY COVER:**

A	Certificate of registration in respect of MSME , WB
B	Technical Bid checklist in prescribe pro-forma.(Annexure C)
C	Application for submitting the tender in prescribed pro-forma.(Annexure B)
D	Authorisation letter of signatory from the company (Annexure D).
E	Copy of agreement between the Tenderer and the Authorised Distributor, if applicable (Annexure E).
F	Certificate from Chartered firm about last 3 years annual turnover (Annexure F-With UDIN NO. )
G	Affidavit about Non conviction & Non blacklisting from Notary Public/Judicial Magistrate/Executive Magistrate (Annexure G)
H	<i>The report of the survey mentioning the tentative daily requirement of Cylinders (A, B &amp; D Type) duly signed by the authority of the health facility as mentioned in the clause no-13 under the heading of "<b>Eligibility Criteria for Participating in the Tender</b>"</i>

I	Self- declaration from the Bidder for having Air Separation Unit(s) with Drug Licence & minimum one (01) compressed Medical Oxygen filling plant within the State of West Bengal
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**NON STATUTORY / MY SPACE containing the following documents:-**

Sn. 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.
			GST Registration certificate
			Submission of the documents regarding Clearance certificate from the Pollution Control Board is exempted.
			Fire Licence Certificate for each Unit with validity.
B.	COMPANY DETAILS	B1. Company Details	Trade Licence with valid documents.
			Current Registration/EM II as local MSME, W.B.
			Registration with Registrar of Companies.
			Licence from CCE for filling of compressed Gas (Medical Oxygen, Medical Nitrous oxide in Cylinders) with up to date Renewal certificate.
			Licence from CCE for storing of compressed Gas in Cylinders with up to date Renewal certificate.
			No conviction certificate from the concerned State Drug Control Authority issued on or after 01.01. 2022
C.	CREDENTIAL	C1. Credential	<i>Documents of experience from the concerned Hospital Authority as mentioned in Clause No 4 under the heading "Eligibility Criteria for Participating in the Tender".</i>
			Declaration regarding Stock position of the CCE approved cylinders
D.	DECLARATION	D1: Declaration 1 ( For Medical Oxygen IP)	Drug Licence for production of Medical Oxygen IP & Validity documents.
			Up to date in house Gas Chemical Test Certificate
			Up to date in house CCE approved Certificate of Periodical Examination & Testing of Gas Cylinder for Medical Oxygen IP
		D2: Declaration 2 (For Medical Nitrous oxide IP)	Certificates from the Manufacturer of Medical Nitrous oxide IP (if not manufactured by the Bidder).
			Drug Licence for production of Medical Nitrous Oxide IP & validity documents, if the Bidder is not the manufacturer
			Selling Drug Licence with validity documents for supply of Medical Nitrous oxide, if not manufactured by the Bidder itself.
			Up to date in house Gas Chemical Test Certificate
			Up to date in house CCE approved Certificate of Periodical Examination & Testing of Gas Cylinder.
		D3: Declaration 3 Carbon dioxide(for Medical use)	Certificates from the Manufacturer of Carbon dioxide for medical use (if not manufactured by the Bidder).
			Up to date in house Gas Chemical Test Certificate
			Up to date in house CCE approved Certificate of Periodical Examination & Testing of Gas Cylinder.
		E.	FINANCIAL INFO
E2. PAYMENT CERTIFICATE 2	Income Tax Returns submitted for the Assessment year 2021-22 GST Returns for the year 2021-22 (any one month)		

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

The folder as "Financial Bid" shall contain:

**Base Rate per Cu. M (Accounting unit) repeat per Cu. M** inclusive of Entry Tax, Customs Duty (if applicable), Transportation Charges, Insurance, Delivery Charges, Incidental Charges, Freight Charges, Testing Charges, Operation & Comprehensive Maintenance of related Medical Gases & vacuum pipeline system etc. and exclusive of GST to be quoted for **Medical Oxygen IP & Medical Nitrous Oxide IP** for particular health facility(s) as per List in **Annexure A**.

(i.e. base rate per Cu. M should include all charges except GST)

However, L<sub>1</sub> will be determined on base price only without GST as per **Clause No. 18 (e)**

The approved Bidder should supply Carbon Di-Oxide for medical purpose as & when necessary at the approved rate of Carbon Di-Oxide from the tender for supply of Medical Gases in cylinders for the Zone, where the particular health facility(s) belongs.

**NB: The bidder should indicate rate per cubic meter of medical gases as consumed/supplied and also indicate the particular Medical College and Hospital in which he is interested and should quote his rate Hospital wise.**

**(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.

9. Time Schedule for the 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. 30 as given below.
10. 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.
11. 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.
12. The bidder will be responsible by abiding itself by the national law including rules relating to manpower, services etc. offered by the bidder.
13. 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.
14. Failure to fulfil any of the conditions given above shall render the tender for rejection.
15. **Earnest Money**
  - a. Necessary earnest money to be submitted for participation in the Tender on-line is Rs. 2,00,000/- (Rs. Two lakhs) only for each particular Health facility (as per list of Annexure A , ) payable in favour of **Asstt. Director (Accounts)**, Central Medical Stores, Kolkata on-line. For details please see Clause No 3 at Page No. 1 & 2.
  - b. Payment of pre-defined EMD 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- EMD will be refunded 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 Dy. Director of Health Services (E& S), W.B. on behalf of the Govt. Of West Bengal, Department of Health & Family Welfare and the Bidder.

16. **Execution of Agreement & submission of Performance Bank Guarantee**

**A) The approved bidder should execute Agreement with the DDHS (E&S), WB on behalf of the Dept. Of H & F W within 15 (fifteen) days from the date of acceptance of tender as per format given in Annexure-H. A Performance Guarantee amounting to Rs 5,00,000 (Rupees Five Lakh) only Per health institute from any Nationalized/ Scheduled Bank in India acceptable to the Government of West Bengal should also be submitted by the approved Bidder to the office of the Dy. Director of Health Services (E&S), West Bengal, along with the Agreement. Validity of the Performance Bank Guarantee should be up to 30<sup>th</sup> September , 2025 . The format of the performance bank guarantee is annexed herein in Annexure-I**

**&**

**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 :**

- a. **Name WB Govt Pooling A/C For Performance Guarantee Account No 000605030134**
- b. **IFSC Code ICIC0000006**
- c. **MICR Code 70229002**
- d. **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 may be forfeited**

- i. On 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, organisation 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)

In case of failure to Supply of Medical Gases within the designated time, Director/ Medical Superintendent cum Vice Principal / Principal 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 Director/ Medical Superintendent cum Vice Principal / Principal was made to pay to any person who suffer the damages due to such disrupted services. **This shall be deducted from the existing pending Bills of the supplier or from performance bank guarantee in absence of Pending Bill.**



iii. 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, wilfully 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.

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

18. **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 Bid. Both technical 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). within the prescribed date and time.** Any extension will be allowed only by the Tender Inviting Committee.

c. The technical bids will be opened as per prescribed date and time.

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 rates to be quoted by the bidders **[ including servicing Medical Gases along with the system of Medical Vacuum Services in the health facilities and also having the capacity to repair & maintain the existing pipe line system along with the system of Medical Vacuum Services for the health facilities for the cause of un-interrupted supply ]** 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 following criteria to offer the lowest rate in Supply of Medical Gases. The Quoted rate should also be inclusive of the scope of work i.e Operation (with manpower) and comprehensive maintenance (manpower & spares) of the existing pipeline system for the health facilities and hiring of Cylinders. The bidder offering the said lowest rate will be selected.

If, quoted **Rate of the Oxygen IP** (for all type of Oxygen cylinders) = **Rs. P** (Rate Per Cu. M without GST)

And quoted **Rate of the Nitrous Oxide IP** (for all type of Nitrous Oxide cylinders) = **Rs. Q** (Rate Per Cu. M without GST)

Then **Total Bid Rate** will be considered = **(Rs. P X 100 + Rs. Q X 1)**

**L1 rate (lowest rate)** will be evaluated considering the **Total Bid Rate**.

**After being selected as L1 Bidder** for a particular health institution, **quoted rate of individual gas will be awarded** in favour of the Bidder for purpose of placing orders.

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 Respective Hospital authority (s)- in Triplicate so that one copy of such agreement may be produced to DDHS (E&S) by the approved bidder and also 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.

i. If the approved bidder wants to discontinue the services at any stage in the tender period what so ever the reason behind it, he must intimate the appropriate authority before six months from the date of discontinuation and in such case the Bidder have to pay Demand Draft amounting to a sum of Rs. One (01) Crore ( Rs. 1,00,00,000/-)as a penalty to the office of the Dy. D.H.S (E&S), WB , CMS, KOL-14 in favour of AD(Accounts), CMS. In that case, the H & FW Department may consider selection or induction of more Bidders

for prompt supply for the interest of better patient care services or in the exigency of the situation by inviting counter offers from the next bidders i.e. L2, L3 and L4 etc. to supply at the lowest rate, i.e. at L1 rate.

**19. Standards of Medical Gases to be supplied**

Specifications as per IP 2018	Medical Oxygen IP Compressed Medical Oxygen(CMO)	Nitrous Oxide IP
Assay % (v/v) min	99.0	98.0
CO ppm (v/v), max	5	10
CO2 ppm (v/v), max	300	300
Water vapour ppm (v/v), max	67	2 mg/l
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 compressed Medical Oxygen IP for supply of Medical Gases (Oxygen IP and Nitrous Oxide IP) and the firm being the manufacturer of compressed Medical Oxygen IP must be a manufacturer/ bulk filler/ authorised distributor of Nitrous Oxide IP and should 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 Medical Nitrous Oxide 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 Medical 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.

**20. Standards of the Cylinders to be supplied**

1. The firm should have a valid license for storage, filling and cylinder testing licence issued by CCE Nagpur. Attested copies of the licence to be attached.
2. All cylinders should be properly painted as per their respective colour code by their own cost. In case of Medical oxygen, the shoulder should be painted white and the remainder black. In case of Medical nitrous oxide, the cylinder is to be painted French blue (Code 166, IS 5:2004).
3. Marking in the cylinders as “ W.B. GOVT. SUPPLY. NOT FOR SALE “ is not mandatory.
4. The name of the company, name of gas cylinder contents, manufacturing licence, batch number and relevant warning from Gas Cylinder Rules 2016 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 with their own cost
  - 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**

- a) Serial No. of cylinder/Identification
- b) Code of manufacturing.
- c) Working pressure
- d) Water capacity in litres.
- e) Test pressure in Kg/cm square.
- f) Year of manufacturing and testing.
- g) 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.

**7. The filling of the cylinders should be of the following parameters**

Sl. No.	Medical Gas	Type of cylinder	Max working pressure at 15°C (kgf/cm <sup>2</sup> ) (BAR)	Water capacity (Ltr)	Volume of gas (Cu metre)	Minimum Pressure at supply (kgf/cm <sup>2</sup> ) at ambient conditions	Minimum Weight of gas at supply (Kg)
1	Oxygen IP	A	150	5	0.71	140	
2	Oxygen IP	B	150	10	1.43	140	
3	Oxygen IP	D	150	47	7.1	140	
4	Nitrous Oxide IP	A	Filling ratio kg/ltr .667	5	1.74		3.3 kg
5	Nitrous Oxide IP	D	Filling ratio kg/ltr .667	47	17.1		31 kg

**21. Standards of service**

**1. Initiation of services**

- a) Approved bidder(s) will ensure continuous supply of medical gases to the Health institute(s) for which the bidder is approved. In case any disruption of medical gas supply bidder will ensure to continuous medical gas supply by procuring it from other sources at his own cost and risk. Approved Bidder will be responsible for any type of casualty due to disruption of un-interrupt medical Gas supply by the Bidder.
- b) Consumption of gas should be monitored through Gas Meter which is already installed and it should be maintained by the bidder with his own cost .But the Gas Meter will be under custody of hospital authority.
- c) Bidder, if approved, will repair and maintain the pipe line system along with system of medical vacuum service at their own cost without any disruption of supply of medical gases according to standard specification will be borne by the bidder (subject to the verification and satisfaction of the hospital authority).
- d) Bidder if approved will take hand over of existing pipe line system along with system of medical vacuum service and other related things for supplying medical gases of the respective health institute as they are.

- e) The bidder must possess certificate under Explosive Act ( for Cylinder of medical gases) at the time of supplying of medical gases as well as at time of refilling of gas cylinders.
- f) Approved bidder must render a regular and constant service in respect to existing pipe line system along with the system of medical vacuum service system at free of cost as well as supply of Medical gases in cylinders at every moment during tender period. The knowledgeable personnel on behalf of approved vendor must give frequent visit. Technical personnel must attend the institute in regular manner and in response of call on the hospital authority in the event of break down in the system by means of fault of any kind to the system or any part there to and render necessary services to place it in running condition even through replacement of the parts if needed as quick as possible keeping continuous medical gas supply to the patient by alternative way.
- g) Non availability of adequate number of cylinders as per the requirements shall be considered a deficiency of service drawing penal action.
- h) 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.
- i) It would be mandatory for all successful bidders to maintain a minimum of 10% Rolling Reserve or Buffer Stock of each of the items entrusted to tide over supply bottlenecks, if any, for the health unit(s), for which the bidder is approved.
- j) The firm should be responsible if any mishap takes place on account of non conformities of safety standard and rules.

2. 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.

3. 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.

4. 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.

## 22. **Servicing of cylinders**

- 22.1. All cylinders supplied by the firm must strictly be made as per regulatory requirements including filling norms as per Gas Cylinder Rules 2016 as applicable.
- 22.2. 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.
- 22.3. Successful tenderer will also be responsible for the repairing/maintaining/testing/painting of hospital/government owned cylinders with their own cost as & when required
- 22.4. If any spare part is changed or any repair/testing/painting done on hospital cylinders no extra charges will be paid .
- 22.5. 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.
- 22.6. Every cylinder should have a ring to know when the testing of the cylinder is due.

- 22.7. 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.
- 22.8. 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.
- 22.9. 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.
- 22.10. Cylinders which are severely dented corroded or bear burn marks should not be accepted for filling.
- 22.11. 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.
- 22.12. Threads of the valve outlet as well as spindle are to be checked. Valve and spindle with defective threads should be replaced by the bidder's own cost.
- 22.13. 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.
- 22.14. 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.
- 22.15. **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;
- 22.16. **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 140 kgs/sq cms. The volume of gas (in cu metres) supplied shall be calculated as: [Water capacity of cylinder (in litres) X Pressure (in kg/sq cms)] ÷ 1000.
  - b. In case of medical Nitrous Oxide the volume of gas (in cu metres) supplied shall be calculated as: Weight of gas supplied (Weight of cylinder supplied – tare weight of cylinder) X 0.555.
  - c. **In case of Carbon di oxide(for Medical use)- the volume of the gas shall be calculated as: 2.3**

22.17. **Testing of cylinders (including all accessories):** - The statutory hydraulic testing of the government owned cylinders will have to be performed by the bidder's own cost.

22.18. **Painting of cylinders-** For painting of the Bidder's owned cylinders as well as government owned cylinders should be done by the bidder's own cost as per the Cylinders Rules in the approved colour. Cylinders sent for painting shall be substituted by cylinders owned by the successful bidder till the government owned cylinders are returned into circulation.

22.19. **Valve & Spindle:** - No amount will be charged extra.

### 23. **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 endeavour that the backlog of bills are kept at the minimum. However, non payment of bills shall not be an excuse for deficiencies in services as at the time of the tender.
- d) **Payment will be made within four (04) months from the date of producing bills, submitted by the bidders, duly countersigned by the hospital authority after satisfactory performances. Bill will be prepared and presented monthly within the time scale as prescribed by the hospital authority.**

### 24. **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.

### 25. **MISCELLANEOUS CONDITIONS**

- a) The Contractor shall not change the composition during the currency of the contract without the prior approval of the 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 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 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.
26. **Operational guidelines-** The Addl Chief Secretary/ Principal Secretary DoH&FW, The Director of Health Services, The Director of Medical Education or their authorised representative shall make the operational guidelines as & when required & they shall be followed from the date of issuance of order.
27. **The Chairman of the 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.

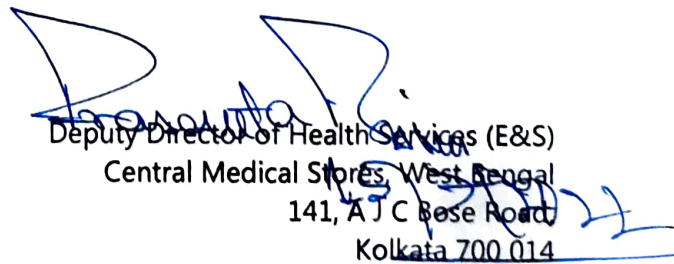
## 28. ARBITRATION

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 for arbitration by the Principal Secretary, Health & Family Welfare Department, Government of West Bengal, who shall give written award of his decision to the Parties. The decision of the Principal Secretary, Health & Family Welfare Department, West Bengal shall be final and binding on both the parties. The provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) shall apply to the arbitration proceedings. The venue of the arbitration proceedings shall be at Kolkata.

## 29. Time Schedule

Sl. No.	Items	Publishing Date
1	Date of uploading of NIT Documents(Online )	15.07.2022
2	Documents download start date (Online)	15.07.2022
3	Date of hoisting of documents at Departmental website( <a href="http://www.wbhealth.gov.in">www.wbhealth.gov.in</a> )	15.07.2022
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> .	21-07-2022
5	Bid Submission Start Date (Online)	25.07.2022 at 06.00 p.m.
6	Bid Submission Closing Date(Online)	08.08.2022 by 12.00 p.m.
7	Bid Opening Date for Technical Bids (BIDA)	08.08.2022 at 01.00 p.m.
8	Date of uploading of List of qualified Bidder of Bid A,(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/Bid B (Online)	
10	Date of publishing Rate Schedule	

**\*\* Please upload the BOQ, as downloaded on and from 25-07-2022, 06:00 p.m.**

  
 Deputy Director of Health Services (E&S)  
 Central Medical Stores, West Bengal  
 141, A J C Bose Road  
 Kolkata 700 014

15/7/22

**Annexure B**  
**(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 health unit(s).** All the papers and enclosures required for each bid for each health unit(s) is to be submitted separately. Submission of incomplete bid will render them liable for rejection.

Name of the Work	Supply of Medical Gases (Oxygen IP and Nitrous Oxide IP) in cylinders through existing pipe line system for servicing Medical Gases along with the system of Medical Vacuum Service in the health facilities and also having the capacity to repair & maintain the existing pipe line system for the health facilities as per <b>Annexure – A</b> for three years from the date of awarding of contact.	
Tender NIT NO. & Date		
Name of the Health institute(s) Tendered for		
Whether Earnest Money deposited or not? 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 & Address of the Contract Person		
	E-Mail ID:	
	Tel. No & Mobile No.	
Legal entity of the bidder whether Firm / Society / Company / Other entity		
a) Registration No.		
b) Authority with whom registered		



c) License No. _____		
Granted by _____		
For the purpose of _____		
Name & Address of the Bankers of the bidders		
PAN No.		
TAN No.		
GST Certificate & GST Registration no		
EPF Registration Number		
ESI Registration Number		
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. b. 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 Medical Nitrous Oxide and Medical Oxygen)	Yes No	
Clearance from the WBPCB	Yes No	
Licence from CCE for filling of cylinders	Yes No	
<b>Documents of experience from the concerned Hospital Authority as mentioned in Clause No 4 under the heading “Eligibility Criteria for Participating in the Tender”.</b>		
<b>Declaration regarding Stock position of the CCE approved cylinders</b>		
(In case of Manufacturer of Medical Oxygen IP 2018) Valid Drug licence for production of Medical Oxygen IP 2018 Having in house gas chemical test facility Having in house CCE approved cylinder testing facility	Yes / No Yes / No Yes / No	
(In case of Medical Nitrous Oxide IP 2018) Whether the bidder is manufacturer of Nitrous Oxide Valid Drug licence for production of Medical Nitrous Oxide IP 2018 submitted. Having in house gas chemical test facility Having in house CCE approved cylinder testing facility	Yes / No Yes / No Yes / No	
In case of Carbon di oxide(for Medical use) Whether the bidder is a manufacturer If not manufacturer, Tie up agreement with the other manufacturer of Carbon di oxide(for Medical use)	Yes / No Yes / No	

Having in house CCE approved cylinder testing facility		
No of CCE approved cylinders in stock which can be provided on hire	Medical Oxygen <b>A type</b> ____, <b>B type</b> ____ <b>D type</b> ____ Medical Nitrous Oxide <b>A type</b> ____ <b>B type</b> ____ <b>D type</b> ____	
Annual Turnover in the last 3 years (	Annual Turnover of the firm for the Financial years 18-19, 19-20 and 2020-21 are Rs.....Cr., Rs.....Cr. & Rs.....Cr. respectively	
Profit before taxes in last 3 years (attach copies of CA certified with UDIN No. profit & loss accounts of balance sheet)		
Blacklisted by any government authority at any time. If yes, provide details	Yes 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 No	
Any criminal case or case involving moral turpitude pending in any court against the firm or its Principals. If yes, provide details	Yes No	
Any litigation against the firm or its Principals? If yes, provide details	Yes No	
Income Tax Returns for Assessment Year 2021-21 attached	Yes /No	
<b>GST Returns for the year 2021-22 (any one month)</b>	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		
I 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 C**

FORMAT FOR CHECK LIST in respect of E-TENDER FOR SUPPLY OF MEDICAL GASES IN CYLINDERS THROUGH EXISTING PIPE LINE SYSTEM TO GOVT. HOSPITALS FOR THREE YEARS FROM THE DATE OF AWARDING OF CONTRACT BY THE DY. DIRECTOR OF HEALTH SERVICES (E&S), CENTRAL MEDICAL STORES

NIT No. ....

Date .....

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

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

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

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

Tendering as: Manufacturer of Medical Oxygen IP & Manufacturer/ Bulk Filler of Medical Nitrous Oxide

Submission of tender for the Health facility .....

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

Average Annual Turnover of the firm for the Financial years i.e. 18-19, 19-20 and 20-21 (as certified by Chartered Accountant) are Rs..... Cr.

Average Profit Before Tax, for the last 3 Financial years i.e. 18-19, 19-20 and 20-21 (as certified by Chartered Accountant) is Rs. (+)..... (in case of profit) /

Rs. (-) ..... (in case of loss).

Sl. No.	DESCRIPTION	SUBMITTED (Y/N)	Folder Name	Page No.
1	<b>Earnest Money of Rs 2,00,000/- (Rupees Two lakh only) in favour of Assistant Director (Accounts) Central Medical Stores submitted to DDHS(E&amp;S), W.B to be submitted online for each particular Health facility (as per list of Annexure A)</b>			
2	<b>Certificate of registration in respect of MSME , WB</b>			
3	<b>Application for submitting the tender in prescribed proforma (Anx. – B).</b>			
4	<b>Authorisation letter of signatory from the company (Anx. – D).</b>			
5	Copy of agreement between the Tenderer and the Authorised Distributor, if applicable (Annexure E).			
6	<b>Certificate from Chartered firm with UDIN No. about last 3 years annual turnover (Anx. – F).</b>			
7	<b>Affidavit about Non- conviction from Notary Public/Judicial Magistrate/Executive Magistrate (Anx. – G).</b>			
8	The report of the survey mentioning the tentative daily requirement of Cylinders (A, B & D Type) duly signed by the authority of the health facility as mentioned in the clause no-13 under the heading of “ <u>Eligibility Criteria for Participating in the Tender</u> ”			
9	Self- declaration from the Bidder for having Air Separation Unit(s) with Drug Licence & minimum one (01) compressed Medical Oxygen filling plant within the State of West Bengal			
10	<b>PAN Card of the authorized signatory</b>			
11	<b>Professional Tax Registration certificate</b>			
12	<b>ESI Registration certificate</b>			
13	<b>EPF Registration certificate.</b>			

14	GST Registration certificate			
15	Up to date Clearance certificate from the Pollution Control Board of the State where the unit(s) situated.			
16	Fire Licence Certificate.			
17	Trade Licence with valid documents.			
18	Current Registration/EM II as local MSME, W.B.			
19	Registration with Registrar of Companies.			
20	Licence from CCE for filling of compressed Gas (Medical Oxygen, Medical Nitrous oxide in Cylinders) with up to date Renewal certificate.			
21	Licence from CCE for storing of compressed Gas in Cylinders with up to date Renewal certificate.			
22	No conviction certificate from the concerned State Drug Control Authority issued on or after 01.01. 2022.			
23	Documents of experience from the concerned Hospital Authority as mentioned in Clause No 4 under the heading “Eligibility Criteria for Participating in the Tender”.			
24	Declaration regarding Stock position of the CCE approved cylinders			
25	Drug Licence for production of Medical Oxygen IP & Validity documents.			
26	Up to date in house Gas Chemical Test Certificate			
27	Up to date in house CCE approved Certificate of Periodical Examination & Testing of Gas Cylinder for Medical Oxygen IP			
28	Certificates from the Manufacturer of Medical Nitrous oxide IP (if not manufactured by the Bidder).			
29	Drug Licence for production of Medical Nitrous Oxide IP & validity documents, if the Bidder is not the manufacturer			
30	Selling Drug Licence with validity documents for supply of Medical Nitrous oxide , if not manufactured by the Bidder itself.			
31	Up to date in house Gas Chemical Test Certificate			
32	Up to date in house CCE approved Certificate of Periodical Examination & Testing of Gas Cylinder .			
33	Certificates from the Manufacturer of Carbon dioxide for medical use (if not manufactured by the Bidder).			
34	Up to date in house Gas Chemical Test Certificate			
35	Up to date in house CCE approved Certificate of Periodical Examination & Testing of Gas Cylinder .			
36	P.L. a/c & Balance sheet for Assessment Year 18-19, 19-20 and 2020-21			
37	Income Tax Returns submitted for the Assessment Year 2021-22			
38	GST Returns for the year 2021-22 (any one month)			

Signature of the authorised signatory  
(tenderer)

Name in Block Letters.....

Designation.....

Seal

Annexure D

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 E**

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

**Annexure F**

**(Certificate from Chartered Firm with UDIN No.)**

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 18-19, 19-20 and 20-21 are Rs.....Cr., Rs.....Cr. & Rs.....Cr. respectively.

This is also to certify that the Average Profit Before Tax, assessed on the basis of their financial Performance for the last 3 Financial years i.e. 2018-19, 2019-20 and 2020-21 (as certified by Chartered Accountant) is Rs. (+)..... (in case of profit) / Rs. (-) ..... (in case of loss).

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

Countersigned

Signature of the authorised signatory

(tenderer)

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

**Designation.....**

**Seal**



**ANNEXURE G**

**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 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 criminal 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 do hereby giving undertaking to the effect that we have the adequate stock of cylinders to provide the supply as & when required for the particular health facility, we intend to participate as mentioned in the clause no-13 under the heading of "**Eligibility Criteria for Participating in the Tender**".
5. That, I also declare that if any information subsequently found incorrect or false will it automatically render the tender submitted by me cancelled and make me liable for penal/legal action as per law of the country.
6. 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 H**

(Prescribed format for Agreement)

ARTICLES of Agreement made on this \_\_\_\_day of .....(Month), 2022 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 of Medical Oxygen IP 2018 (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 Medical Gases for existing pipeline systems as per Terms & condition of the E-Tender for three years from the date of declaration of Award of Contract (AOC) and its extension (if any) by the health facilities  
1.....  
2..... (etc)

( Name of the Health facility(s) for which Bid is accepted) in respect of e-Tender vide NIT No. ...., Dated ..... read with corrigendum notice (if any) 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 Medical Gases for existing pipeline systems 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 /Health Facility(s) for which the Bid is accepted for supply Medical Gases for existing pipeline systems as per Terms & Condition of the NIT by their own arrangements.
4. The Vendor agrees that the accepted rates as provided in the accompanying schedule shall hold good throughout the tender period up to three (3) 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 .
7. 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.
8. The vendor hereby declares that no case is pending against him and against the company. The vendor also agrees to inform the Central Medical Stores about the change in scenario relating to no conviction and non debarment or non blacklisting during the tender period.
9. The vendor agrees that all legal jurisdiction of any unsettled dispute will be subject to the High Court of Kolkata jurisdiction.
10. This contract is valid for three years from the date of declaration of Award (AOC) and its extension thereto.
11. 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.

Name of the Health Facility for which Bid is accepted:

Approved Rate

<b>Medical Oxygen IP</b>	= Rs.	( Rate Per Cu. M without GST)
<b>Medical Nitrous Oxide IP</b>	= Rs.	( Rate Per Cu. M without GST)
<b>Carbon di-Oxide (for Medical Use)</b>	= Rs.	<b>( Accepted Rate per kg without GST in Tender for Medical Gas supply in Cylinders for that Zone)</b>
<b>Percentage of GST</b>	= %	
<b>Amount of Performance Bank Guarantee deposited</b>	=	

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 I**

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. IFS Code ICIC0000006
- d. MICR Code 70229002
- e. Branch Address ICICI Bank, 22, R.N. Mukherjee Road, Kolkata-700001

The guarantee is valid upto 31<sup>st</sup> March, 2025.

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-A.

### **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.