



**WEST BENGAL MEDICAL SERVICES CORPORATION LTD.
(Wholly owned by the Government of West Bengal)
Swasthya Sathi, GN-29, Sector-V, Salt Lake, Kolkata - 700 091**

BIDDING DOCUMENTS

FOR

***OBTAINING RATE FOR SUPPLY OF LIQUID MEDICAL OXYGEN IN VIE TANK WITH
NECESSARY CONSTRUCTION FOR VIE INSTALLATION AT
MR BANGUR SUPER SPECIALITY HOSPITAL FOR 3 YEARS***



NOTICE INVITING E-TENDER
FOR OBTAINING RATE FOR SUPPLY OF LIQUID MEDICAL OXYGEN
IN VIE TANK TO MR BANGUR SUPERSPECIALITY HOSPITAL FOR 3 years
(Through Pre-qualification)
(Submission of Bid through online)

Issued by:

West Bengal Medical Services Corporation Ltd.,
(Wholly owned by the Government of West Bengal)

CIN: U85110WB2008SGC126373

Regd. Off.: Swasthya Sathi, GN-29, Sector-V, Salt Lake, Kolkata-700 091

 033-40340437,  033-4044 0400 Email ID cme@wbmsc.gov.in

Bid Reference No.: WBMSCL/NIT-134/2020

Dated – 04.08.2020

Introduction: -

Managing Director, WBMSCL invites sealed bids through electronic tendering (e-Tendering) from the bonafide, resourceful and reliable experienced Contractors/Firms/Companies/Authorized Dealers/Original Equipment for obtaining rate for supply of liquid medical oxygen in VIE tank at MR Bangur Super speciality Hospital with necessary construction for VIE (vacuum insulated evaporator) for 3 years as per the particulars mentioned below:

| Sl. No. | Name of the Work | Earnest Money Deposit (EMD)(Rs.) | Last date and time of Tender submission online | Name & address of the office |
|---------|---|----------------------------------|--|--|
| 01. | <i>OBTAINING RATE FOR SUPPLY OF LIQUID MEDICAL OXYGEN IN VIE TANK TO MR BANGUR SUPER SPECIALITY HOSPITAL FOR 3 YEARS</i> | Rs.1,00,000 (One Lakh Only) | 12/08/2020 | Managing Director, West Bengal Medical Services Corporation Limited, Swasthya Sathi Building, GN-29, Sector-V, Salt lake, Kolkata-700091 |

Pre-qualification of the Bidders:

In the event of e-filling intending bidder may download the tender documents from the websites <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate and www.wbmsc.gov.in. The bidders should produce all the credential in original to the office of undersigned for verification at West Bengal Medical Services Corporation Limited, Swasthya Sathi Building,GN-29, Sector -V, Salt Lake,Kolkata-700091.

1) 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 LMO to MR Bangur Super Speciality Hospital for which the bid is made.
3. The bidder should have the capability to Supply, Install, Commission, Operation & Maintenance (O&M) of Liquid Medical Oxygen Tank. The bidder must be the manufacturer of liquid medical oxygen as per IP 2018.
4. The bidder should be competent enough to deal with the business of supplying LMO to the hospitals for which the bid is being made and should have adequate financial capability and man-power (Skilled/ Technical) required for managing the business awarded to the hospital as mentioned below.
 - a. M R Bangur Super Speciality Hospital
5. The bidder must have the requisite trade and other licenses to do the business of supplying LMO to the hospitals for which the bid is being made.
6. The bidder should be registered with the Tax (PAN / TAN), EPF & ESIC Authorities, CEC for Service Tax, Sales/VAT 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.
7. The bidder must not have been blacklisted by any government department or procurer of medical gases.
8. The bidder 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.
9. The bidder must have at least 3 years of experience in the field of production and selling of LMO.
10. The bidder should have a cash reserve equivalent to 1/3 of annual turnover through projected LMO business to deal with pending bills.
11. The bidder should be a profit making organization, (A Chartered Accountant certified copy of profit and loss statement of balance sheet for last 3 years is to be attached for evaluation).
12. The bidder must have its own/affiliated Air Separation Unit(s) with Drug License within the State of West Bengal and also must have minimum one (01) own/authorized Compressed Medical Oxygen filling plant in the State of West Bengal. Agreement should be submitted in case of both affiliated and authorized plants. Bidder should have experience in installation & supply of liquid medical oxygen in Govt. / Pvt. Hospitals. Purchase

order copy or agreement copy to be submitted as a proof of installation and supply of medical oxygen in this regards.

13. The bidder should be competent enough to deal with the business of supplying medical gases to the stated hospitals for which the bid is being made and should have adequate financial capability. Solvency certificate of Rs 3 Crores to be submitted in respect to this clause.
14. The bidder must have a minimum average annual turnover of Rs.50 Crores in the last three financial years & to be certified by a Chartered Accountant .
15. The Copper pipe (BS EN: 13348) for pipeline work must have reputed third party inspection certificate by Lloyd and the bidder must submit the valid product standard certificates.
16. The bidder who has been derecognized/ debarred/ blacklisted either by the Tender Inviting Authority or by any State Govt. or Central Govt. organization is not eligible to participate in the bid.
17. The bidders shall have to submit the EMD as mentioned.
18. Alternative bids are not allowed.

2) Important Information/ Date & Time Schedule:

| Sl. No. | Particulars | Date & Time |
|----------------|--|---|
| 1. | Publication of Bidding Documents | 05/08/2020 at 02:00 pm |
| 2. | Pre-Bid Meeting | 06/08/2020 at 12:00 pm |
| 3. | Last Date for seeking clarification | 07/08/2020 at 12:00 pm |
| 3. | Bid submission start date (online) | 07/08/2020 at 03:00 pm. |
| 4. | Bid submission closing (online) | 12/08/2020 up to 02:00 pm |
| 5. | Date and time of opening of Technical Bids | 12/08/2020 after 04:00 pm |
| 6. | Technical Bid evaluation (start date) | After opening of Technical Bids on 12/08/2020 |
| 7. | Uploading list of responsive/ non-responsive bidders | To be notified later |
| 8. | Financial Bid opening | To be notified later |
| 9. | Issue of Notification of Award | To be notified later |

3) LOCATION OF CRITICAL EVENTS:

Bid Opening: “West Bengal Medical Services Corporation Limited, Swasthya Sathi Building, GN- 29, Sector-V, Salt lake, Kolkata-700091” Interested Bidders may be presented at West Bengal Medical Services Corporation Limited, Swasthya Sathi Building, GN-29, Sector -V, Salt lake, Kolkata-700091, during opening of bid.

- 4) If any date as mentioned above happens to be holiday, the next working day will be considered as the stipulated date.
- 5) (A) The process of deposit of earnest money through offline instruments like Bank Draft, Pay Order etc. will be stopped for e-tender procurement of this office. Necessary Earnest Money shall be deposited by the Bidder/Quotationer electronically: online-through his net banking enabled bank account, maintained at any bank or: – through any bank by generating NEFT/RTGS challan from the e-tendering portal. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name (ICICI Bank) & IFSC Code and e-Proc Ref. No. Earnest Money of Rs. 1,00,000 (Rupees One Lakh Only) has to be submitted.
(B) Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the challan generated from E-Procurement site.
- 6) The successful Bidders will have to execute a Formal Agreement with General Manager, West Bengal Medical Services Corporation Limited within 15(Fifteen) working days from the date of issuance of Work Order.
- 7) The Bidder has to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing Bid and entering into an agreement for the work/works as mentioned in the NIT. The costs for visiting the working site shall be at the bidders own expense.
- 8) If more than one Bidders, quoted the same rate and which are found lowest at the time of opening, such similar multiple rates will not be entertained/accepted. Lowest offer will be ascertained by sealed bid amongst the lowest Bidders.
- 9) At any stage during scrutiny, if it is found that the credential or any other papers which the Bidders uploaded during Bidding process, found incorrect/manufactured/fabricated, that Bid will be considered as non-responsive and outright rejected with forfeiture of Earnest Money and action will be taken as per stipulation of IT Rules in force.
- 10) List of “Technically Qualified Bidders” will be published in the web portal only. Financial Bid will be opened within a short period after such publication. Therefore, Bidders are requested to view the tender status on a regular basis. In case of there be any objection regarding Pre-qualification/list of “Technically Qualified Bidders”, that objection should be lodged to the Managing Director, WBMSCL within 48 hours from the date of publication of list of qualified Agency and beyond that time schedule no objection will be entertained by the Tender Evaluation Committee.
- 11) Before issuance of Letter of Acceptance / Work order, the tender accepting authority may verify the credential& other documents of the lowest bidders uploaded online if found necessary .If it is found such document incorrect/ manufactured/fabricated, Letter of Acceptance/ Work order will not be issued in favor of the bidder under any circumstances and action will be taken accordingly.
- 12) In case of Ascertaining of Authority at any stage of application or execution of work, necessary registered Power of Attorney is to be produced.
- 13) The Earnest Money may be forfeited if:-

- a) If the Bidder withdraws the Bid during the period of Bid validity.
 - b) In case of successful Bidder, if the Bidder fails to execute formal agreement within the stipulated time period.
 - c) During scrutiny, if it comes to the notice of tender inviting authority that the credential or any other document which were uploaded & digitally signed by the Bidder are in correct/ manufactured/fabricated.
- 14) If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence:-
- a) Notice Inviting Tender
 - b) Financial Bid
- 15) The eligibility of the Bidders will be ascertained on the basis of document submitted/uploaded & digitally signed in support of the minimum criterion as mentioned above. If any document submitted/uploaded by the Bidders is either manufactured or false the eligibility of Bidders will be out rightly rejected at any stage without prejudice and action will be taken as per stipulation of IT Rules in force.
- 16) Bid will be valid for 180 days.

INSTRUCTION TO BIDDERS

SECTION- A

General Guidance for e-Tendering

Instructions/Guidelines for bidders for electronic submission of the tenders online have been annexed for assisting the contractors to participate in e-Tendering.

1. Registration of Contractor-Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://wbtenders.gov.in>. The contractor is to click on the link for e-Tendering site as given on the web portal.
2. Digital Signature certificate(DSC) Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause-2 of Guideline to Bidder DSC is given as a USB e- Token.
3. The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
4. Submission of Tenders/General process of submission: Tenders are to be submitted through online to the website stated in Cl. 2 in two folders at a time for each work, one in Technical Proposal & the other in Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) The documents are to be uploaded (virus scanned copy) duly Digitally Signed. The documents will get encrypted (transformed into non editable formats). A. Technical & Financial proposal: The proposal should contain scanned copies of the following in two covers (folders).
5. Contractor shall have to comply with the provisions of (a) the contract labor (Regulation Abolition) Act, 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 (d) provision of PF & ESI of the notification or any other laws relating thereto and the rules made and order issued there under from time to time.
6. (i) The EMD shall be returned immediately on successful submission of Performance BG within the stipulated period. No interest is payable on this deposit.

(ii) The Bank Guarantee shall be returned immediately on successful completion of the mentioned total Contract period. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. No interest is payable on this deposit.

7. **Delivery of the tender**

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.

Technical Bid i.e. Bid-A. (Single file multiple pages scanned) Statutory Cover:

| | |
|---|---|
| A | NIT documents/GCC/SCC |
| B | Copy of online receipt of Earnest Money Deposit (EMD) of Rs. 1,00,000 (One Lakh only) |
| C | Technical Bid checklist in prescribe pro-forma (Annexure G) |
| D | Application for submitting the tender in prescribed pro-forma (Annexure F) |
| E | Authorization letter of signatory from the company (Annexure B) |
| F | Certificate from Chartered firm about last 3 years annual turnover (Annexure E) |
| G | Affidavit regarding Non-conviction/ Non blacklisting etc. (Annexure-H) |
| H | Form-I (Name of Bidder) |
| I | Form-II (Pre-Qualification Application) |
| J | Form-III (Structure & Organization) |
| K | Form-IV (Declaration by the tenderer) |

Non Statutory / My Documents containing the following documents:-

Current Income Tax return (for the assessment year 2019-20), PAN, GST Certificate, current GST return acknowledgement receipt & Professional Tax receipt challan, etc.

ii) Registered Deed of partnership Firm if applicable.

iii) Trade License from the respective Municipality/Panchayet etc.

Note: Failure of submission of any of the above mentioned documents will render the tender liable to be rejected for both statutory & non statutory cover.

**THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS
SHOULD BE ARRANGED IN THE FOLLOWING MANNER**

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder. Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

| Sl.No. | Category | Sub Category | Sub Category Description |
|--------|--------------|------------------|--|
| A | Certificates | A1. Certificates | PAN Card of the authorized signatory/Bidder company |
| | | | Professional Tax Registration certificate/ Professional Tax Receipt Challan |
| | | | ESI Registration certificate |
| | | | EPF Registration certificate. |
| | | | Service Tax Registration certificate |
| | | | G Registration certificate |
| | | | Central Excise Registration Certificate |
| | | | Clearance Certificate from the WBPCB |

| | | | |
|----|-----------------|--|---|
| | | | Fire License Certificate. |
| B. | COMPANY DETAILS | B1. COMPANY DETAILS | Trade License/Enlistment |
| | | | Registration with Registrar of Companies. |
| | | | License from CCE for filling of Cylinders. |
| | | | Current No conviction certificate from the concerned state Drug Control authority |
| | | | Affidavit about No conviction from Notary Public/Judicial Magistrate/Executive Magistrate. |
| C. | CREDENTIAL | C1: CREDENTIAL 1 | Solvency Certificate Issued by the Banker in favor of the Bidder. |
| | | | Work completion certificate with work order (Clause 9 &13 of eligibility criteria) |
| | | | Self-Declaration regarding Cash reserve in hand. |
| | | | Declaration regarding Stock position of the CCE approved Cylinders which can be provided on hire. |
| D. | DECLARATION | D1: DECLARATION 1 For Medical Oxygen IP | Certificates from the Manufacturer of Medical Oxygen IP |
| | | | Drug License for production of Medical Oxygen IP |
| | | | In house Gas Chemical Test Certificate |
| | | | In house CCE approved Cylinder Test Certificate |
| E. | FINANCIAL INFO | E1. P/L & BALANCE SHEET | P/L & Balance sheet for last 3 financial years (2016-2017, 2017-2018 and 2018-2019) |
| | | E2. PAYMENT CERTIFICATE 1 | Current Income Tax Return (for the assessment year as applicable)/ Minimum Average Annual Turnover certificate |
| | | E3. PAYMENT CERTIFICATE 2 | GST Returns (for the assessment year as applicable) |

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

The folder as “Financial Bid” is to contain:

- (i) Base Rate per Accounting unit i.e. cost of supply of Liquid Medical Oxygen (LMO) per m³ inclusive of, Monthly Facility Charges, if any & exclusive of GST (wherever applicable), may be submitted in the BOQ, keeping in mind that no cost of one time total installation and commissioning charge of VIE for this hospital will be charged separately. The quote rated shall also include cost towards expansion of existing copper pipeline to LMO Storage Vessel , Cost towards up-gradation of the manifold system (if

required), Cost towards all civil work measures along with supply of civil material required for ground surface work, building, cleaning, dressing, sanitary, plumbing work, earth work, trenching, fencing, painting, electrification and any other cost of **demolition of any structure at proposed location of LMO installation** incurred for respective institution for supply, installation & commissioning of the project. The Base rate per m³, quoted in the BOQ will be applicable to the one facility mentioned in Clause No 1.4.a above. The L1 will be determined on Base price only. The Technical Specifications of the VIE to be supplied, installed and commissioned is more clearly described in Annexure C.

8. Statement of Breakup of Duties and Taxes (GST) in separate portable document file (PDF) format containing the breakup of Contract Price for obtaining rate for supply of liquid medical oxygen in VIE tank at MR Bangur Super Speciality Hospital with necessary construction for VIE (vacuum insulated evaporator) for 3 years to be submitted as per Form – 5 of the NIT.
9. Submission of hard copy of Technical and Financial Bid is totally prohibited and the financial bid should only be submitted through on line in the NIC portal.
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 fulfill any of the conditions given above shall render the tender for rejection.

15. Earnest Money

- a. Necessary Earnest Money shall be deposited by the Bidder/Quotationer electronically: online–through his net banking enabled bank account, maintained at any bank or: – through any bank by generating NEFT/ RTGS challan from the e–tendering portal. Intending Bidder will get the Beneficiary details from e–tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name (ICICI Bank) & IFSC Code and e– Proc Ref. No. Earnest Money of Rs. 1,00,000 (Rupees One Lakh Only) has to be submitted.
- b. The copy of earnest money is to be uploaded with the technical bid.
- c. No interest will be offered on the earnest money.
- d. Refund of earnest money
 - i) For unsuccessful bidders- as soon as possible after the finalization of the contract

- ii) 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 by the Tender Inviting Authority intimates the Chairman, 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.
 - iii) 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.

16. Performance Bank Guarantee

- a) A performance bank guarantee of Rs 20,00,000 (Rupees Twenty Lakh) only for this facility only is to be deposited by the successful bidder in favour of West Bengal Medical Service Corporation Ltd. within 15 days of issuance of Award of Contract which will be valid for a minimum period of the total contract period.
- b) The PBG will be refunded at the end of 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 WBMSCL.
 - 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.

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 Selection Committee, WBMSCL 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 rates to be quoted by the bidders will be as per the proforma provided in the financial bid form (Tender Form).
- f) The commercial bids of the identified successful technical bidders will be evaluated based on the criteria of offering the lowest rate in Supply of Liquid Medical Oxygen as given in the price schedules in BOQ. The bidder offering the said lowest rate will be selected to Supply of Liquid Medical Oxygen as per schedule considering.
- g) The decision of the Tender Selection Committee shall be final and binding in all respects.

19. 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 West Bengal Medical Services Corporation Ltd. 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.

20. 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 WBMSCL or other functionaries 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.

21. Operational guidelines- West Bengal Medical Services Corporation Ltd. or the concerned Hospital authorities shall make the operational guidelines as and when required and they shall be followed from

the date of issuance of the order.

22. 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.

GENERAL TERMS AND CONDITIONS FOR SUPPLY OF LIQUID MEDICAL OXYGEN (LMO)

Note 1:

The selected firm for supplying liquid medical oxygen shall have to install Storage Tank (VIE) of 13KL capacity, appropriate size of Vaporizer, and all high level safety standards matching global level and connect to manifold room free of charge, for MR Bangur Super Speciality Hospital and will have to obtain necessary License for the same from Chief Controller of Explosives (CCE).

Note 2: Below is given the tentative monthly requirement of Liquid Medical Oxygen per facility:

- i. MR Bangur Super Speciality Hospital - 73500 cubic meter (approximate)

Note 3: The rate for supply for D type Oxygen cylinder & Medical Nitrous oxide, if required by the concerned health facilities will be governed by the existing CMS rate for such cylinders including the approved rate for Testing of cylinders (including Gland Nut, Washer and thread Cutting), Painting of cylinders, Cost of hiring of cylinder including Testing & Painting Valve & Spindle and the Lowest bidder in respect of supply of Liquid Medical Oxygen will have to accept the prevailing rate for supply of such cylinders for supplying the same to the above hospital. The supply of D type Oxygen Cylinders & Medical Nitrous oxide to be ensured within 24 hours or earlier as required to the respective units, in case of emergency by the accepted L1 bidder manufactured by the bidder itself.

Note 4: Bidder to confirm the following with necessary supporting documents:

- a) Certificate for being in business for more than 3years.
- b) Certificate for sole ownership/partnership.
- c) Statement of financial standing from Bankers.
- d) List of organization supplied with the same item.
- e) Rates quoted as per tender's specifications.
- f) Affidavit that the firm has not been black listed in the past by any Govt. or private hospital.
- g) Affidavit that the firm has no vigilance case/Police Case pending against him/firm.
- h) The Bidder will be responsible to maintain uninterrupted supply of LMO to M R Bangur Super Speciality Hospital.
- i) Quotation being submitted directly by the manufacturer.
- j) Quality assurance certificate like ISI, ISO-9002, IP/BP or any other, please specify.

- k) Statement of turnover/annual report for each of the last three years.
- l) Earnest Money Deposit amount.
- m) Literature of original catalogue of the product attached for reference.
- n) The Bidder will maintain storage tank and accessories for the entire contract period.
- o) Having multi manufacturing units in all India so that supply may not be dependent on one unit only.
- p) Total production capacity of Gases per day in tons in different production plants.
- q) Total storage capacity of Gases at different units.
- r) Total No. of Liquid Oxygen Transport Tanks with GPRS Facility / Tracking system.
- s) The infrastructure regarding quality control and analysis facilities to test the Composition of Gases as per I.P. Standards.
- t) The firms have to provide the details of their in-house testing facility for quality of the Medical Gases and have to inform regarding facility available with them to test the sample collected from Hospitals.
- u) The firm should provide safety features in line with global standards of safety, part of installation as per HTM 02-01(6.9).
- v) The vessel should be maintained in a way to keep natural evaporation rate less than 1%.
- w) Manufacturing facility should have ISO 9001:2000 /EN ISO 9001: 2000 / ASQC Q 9001:2000
- x) The period of the contract will be of 3(three) years. However, the contract will be renewed on Yearly basis based on the satisfactory performance.

SPECIAL TERMS AND CONDITIONS FOR SUPPLY OF LIQUID MEDICAL OXYGEN (LMO)

- a) The firm selected for supplying liquid medical oxygen IP grade has to install the Storage Tank of appropriate size of 13 KL at MR Bangur Super Speciality Hospital and connect to Manifold Room free of charge and obtain the License from Chief Controller of Explosives (Competent Authority). **The firm has to quote for Liquid Oxygen rate per cubic meter.** In case of LMO pressure loss, the supply system should automatically change over to cylinder gas manifold system with audio-visual alarm indication. When the LMO pressure will restore, the supply system should automatically take over by LMO tank with audio-visual alarm indication.
- b) The firms quoting for the items has to quote in the provided Price Schedule Proforma showing the break-up of unit price and total price of each item. The firm(s) not quoting as per our "Proforma" will be summarily rejected.
- c) The firm has to provide their cylinders for backup in the manifold.
- d) Composition of Gases should be as per I. P. Standards.
- e) W.H.O. GMP License or other equivalent Quality Certificate for manufacturing of gases should be provided by the firm.
- f) The firm quoting for tender must be a primary manufacturer.

- g) The firm quoting should have valid Drug License issued by State Drug Controller. Copy of its License must be enclosed.
- h) The firm has to provide list of organizations where they are supplying the gases.
- i) The firm quoting for Liquid Oxygen should have minimum audited annual turnover of Rs 50 Crores (Fifty Crores).
- j) Solvency certificate of Rs. 3 Crores from Nationalized / Scheduled bank acceptable to the Govt. of West Bengal.
- k) The firm has to provide the location of LMO manufacturing source from where the supply has to be maintained for the hospitals.
- l) All the above special points are mandatory and the bid(s) of those firms not complying with any of the above parameters shall be summarily rejected and no correspondence will be entertained in this regard.
 - 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.
 - The tenderer should read the General & Special Terms and Conditions and give their acceptance to that effect.
 - 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

SCOPE OF WORK

Name of the Project:

- Supply, Installation and Commissioning, Operation & Maintenance of 13 KL Cryogenic Liquid Medical Oxygen Tank and Supply of Liquid Medical Oxygen on Rate Contract Basis at MR Bangur Super Speciality Hospital.
- Supply, Installation and commissioning of 13 KL Cryogenic Liquid Medical Oxygen Tank (including necessary licensing, civil construction as required) should be completed within 45 days from the date of issuance of AOC.

| Sl No | Name of the institution | LMO Tank (VIE) |
|-------|-------------------------------------|---------------------|
| 1 | MR Bangur Super Speciality Hospital | 13 KL CAPACITY TANK |

Important Notes:

1. The bidders shall have to quote the price of liquid medical oxygen per cubic meter for the hospitals in the BOQ (attached as excel file) in the e-tender portal. This is a Rate Contract Tender. The approved rate of LMO shall be valid for 07 year from date of approval. The quote rated should be inclusive of cost towards expansion of existing copper pipeline to LMO Storage Vessel ,

Cost towards up-gradation of the manifold system (if required), Cost towards all civil work measures along with supply of civil material required for ground surface work, building, cleaning, dressing, sanitary, plumbing work, earth work, trenching, fencing, painting, electrification and any other cost of **demolition of any structure at proposed location of LMO installation** incurred for respective institution for supply, installation & commissioning of the project.

2. The rate quoted will be applicable for all the Hospitals. Accordingly L1 will be determined on the basis of lowest bid value for each of the Hospitals.
3. Telemetry support system to be provided with, ALARM - VIE LOW PRESSURE & BACK UP MANIFOLD IN OPERATION & VIE CONTENT LOW LEVEL and automatic change over etc for checking of tank content level at any point of time.
4. Cost towards any statutory requirement or any licensing from PESO or other bodies shall be in the scope of the bidder.
5. The prospective bidders are requested to visit the installation sites for assessment of site status, requirement, project cost, etc. for this tender (if required).
6. The successful bidder has to provide round the clock (24X7) maintenance of the supplied items and equipments with necessary manpower, if required along with the operation of the necessary systems supplied by them to be used in case of any breakdown or preventive maintenance period.
7. Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement will lead to invoking of penal provisions and may also lead to blacklisting for 10 years.
8. The contract shall be signed for a period of 3 years, which may be renewed for another 3 years based on performance and mutual consent.
9. All routine preventive maintenance and break-down maintenance of the liquid oxygen plant should be done by the vendor for three years. Experienced personnel should be readily available. Log of all works undertaken in the plant should be meticulously maintained by the vendor.
10. Satisfactory Training to be provided at site to the designated authorities for minimum 3 weeks.

TECHNICAL SPECIFICATIONS

- a) The firm must be manufacturer of Medical Grade Gases i.e. Liquid Medical Oxygen (LMO). Firm quoting for LMO should have a valid drug license & should be following testing process as per Indian Pharmacopeia IP — 2018 and should be having valid manufacturing license.
- b) Firm should have its own fully fledged lab to test each batch for liquid medical oxygen.

Annexure C-Technical Specifications of the VIE to be supplied

The VIE should be of self-pressuring type by partial evaporation of liquid medical oxygen through copper pressure building coil by non-ferrous imported pressure regulators.

Capacity : Minimum 13KL Water capacity
Vessel type : Pressure Vessel, Double walled,
Vessel Duty : Vertical Storage Vessel for LIQUID MEDICAL OXYGEN
Quality conformity : As per relevant EN 13458 standard/Equivalent

CHAMBER

Design Code : As per relevant EN 13458 standard/Equivalent
Design Pressure : Minimum 17.17 bar (g)
Maximum Allowable Working Pressure (MAWP) : Minimum 17 bar (g)
Design Temperature (Inner Vessel) : -196°C to +50°C
Hydro test Pressure : Minimum 25.5bar (g)
Inner vessel : Stainless Steel - X5CrNi 18-10
Outer vessel : Carbon steel outer jacket (S355J2/ Equivalent)
with – quality anti-corrosive surface protection.

Painting : As per SSPC preparation, SIS 055900, BS5750
&BS3900/Equivalent
Safety valve test pressure : 17.17 bar (g) (dual safety valve)
Bursting disc pressure : 21.25 bar (g) (dual bursting disc)
Standard Accessories : Pressure rising coil ; pressure building regulators of
adequate capacity and size, safety valve, bursting disc, pressure gauge, contained gauge ,liquid
overflow line and Safety System and regulator Panels which should include.

Safety Alarms : VIE content low level
: VIE low pressure and Back-up manifold in operation
: Hospital pipeline pressure low
: Dual parallel regulator system and both regulators must be online
: 3 way Gauge cock valve to eliminate false low pressure alarm indication

VIE installation should be completed with suitable AVC and interconnecting piping.

Annexure D - Standards of service

- 1) Initiation of services
 - a) The firms should visit the project sites and inspect the proposed location of LMO installation before submission of their bids.
 - b) The supply shall be made as per the requisition of the MSVP of the concerned MCH or the Authorized representative of the hospital.
 - c) The firm should be able to maintain uninterrupted supply of LMO and 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.
 - d) The firm should be responsible if any mishap takes place on account of non-conformities of safety standard and rules.
 - e) The firm, if situated 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.
 - f) 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.
 - g) In case if the supplier fails to supply the LMO and 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.
 - h) The Supplier will ensure the exact quantity of LMO is being supplied by proper measurement (weightment of LMO/properly calibrated content gauge) which shall be arranged by him failing which the supply will have to be replaced by the supplier on his own cost.
 - i) 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.
 - j) 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 01.00pm

PAYMENTCONDITIONS

- a) The first bill shall be paid only after
 - i) The Performance Bank Guarantee has been paid,
 - ii) The Memorandum of Agreement has been executed with WBMSCL.
 - 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 to WBMSCL in prescribed format and presented with the monitoring slips and other enclosures as duly signed by hospital authority.
- c) The concerned hospital authority 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.

1. 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- warning letter
 2. Repeat offences in respect of I to iii above in the same month - Deduction of Rs 500 (Rs five hundred) per hospital where the supply was disrupted
 3. Repeat offences in respect of I to iii above for more than three months (continuously or otherwise) within the contract period- Deduction of Rs 5000 (Rs Five thousand) per hospital where the supply was disrupted
 4. Repeat offences in respect of I to iii above for more than six months (continuously or otherwise) within the contract period - Deduction of Rs 10,000 (Rs Ten thousand) per hospital where the supply was disrupted and blacklisting for a period of five years
 - iv. Failure in laboratory test report in respect of standard IP 2018 norms- Deduction of Rs 5000 (Five 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 500 (Five thousand) per cylinder found under filled.
- b. Permissible taxes will be deducted from the bills and certificate will be issued by the Hospital Superintendent.
- c. 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.

2. COMMENCEMENT OF WORK

- a) The Contractor will be required to deploy the manpower and start the work within seven days from the date of award / date of communication of acceptance of the tender. In case it is found that the work has not been taken up within seven days from the date of acceptance of the tender or issue of the work order, the Tender Selection Committee at its sole discretion may cancel the work order and forfeit the earnest money deposit, deposited along with tender without any reference to the Contractor.

3. 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 month's 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 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.

4. 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 WBMSCL. 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.

ANNEXURE-F

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 unit. 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 Liquid Medical Oxygen through VIE tank to MR Bangur Super Speciality Hospital | |
| Applying for (Pl tick out in the Shaded Box): | | |
| MR Bangur District Hospital | | |
| Tender NIT NO. & Date | | |
| Details of Earnest Money deposit made to the e-tender portal. If exemption is sought for, the copies of the necessary papers | | |
| Name / Title of the Bidder | | |
| Full Address | | |
| | E-Mail | |
| | 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. | | |
| Registration No. granted by Central Excise Commissioner for Service tax | | |
| GSTIN No. | | |
| EPF Registration Number | | |
| ESI Registration Number | | |
| Central Excise License No. | | |
| Attached Solvency Certificate duly issued by the Banker to the bidder | Yes 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. 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) | Yes No | |
| Clearance from the WBPCB | Yes No | |
| License from CCE for filling of cylinders | Yes No | |
| Experience of the bidder in dealing with the tendered services (attach copies of work orders) | | |
| Name of Manufacturer of Medical Oxygen IP 2018 Same as bidder Drug license 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 | |

| | | |
|---|---|--|
| No of CCE approved cylinders in stock which can be provided on hire | Medical Oxygen A type____ B type____ D type____ Medical Nitrous oxide A type B type____ D type____ | |
| 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 / 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, providedetails | Yes / No | |
| Any litigation against the firm or its Principals ? If yes, provide details | Yes / 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 | | |
| 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

Name of authorized person for bidder with seal

ANNEXURE-G

FORMAT FOR CHECK LIST in respect of
"E- TENDER FOR OBTAINING RATE FOR SUPPLY OF LIQUID MEDICAL OXYGEN IN VIE TANKS FOR
MR BANGUR SUPER SPECIALITY HOSPITAL"

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 Liquid Medical Oxygen,

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.....

| Sl. | DESCRIPTIO N | SUBMITTED (Y/N) | PAGE No. | Remarks |
|-----|---|--------------------|-------------|---------|
| 1 | Copy of EMD of Rs 1,00,000/- | | | |
| 2 | Application for submitting the tender in prescribed proforma. | | | |
| 3 | Authorization letter of signatory from the company. | | | |
| 4 | Certificate from Chartered firm about last 3 years annual turnover. | | | |
| 5 | Income Tax Returns submitted for the Financial Year 2016- 2017,2017-2018,2018-2019 | | | |
| 6 | GST Returns submitted for the last quarter for the last financial year | | | |
| 7 | PAN Card of the authorized signatory/Bidder company | | | |
| 8 | Professional Tax Registration certificate | | | |
| 9 | ESI Registration certificate | | | |

| | | | | |
|----|---|--|--|--|
| 10 | EPF Registration certificate. | | | |
| 11 | Service Tax Registration certificate | | | |
| 12 | VAT/ CST Registration certificate | | | |
| 13 | Central Excise Registration Certificate | | | |
| 14 | Clearance Certificate from the WBPCB | | | |
| 15 | Fire License Certificate. | | | |
| 16 | Trade License/Enlistment | | | |
| 17 | Current Registration/EM II as local SSI, W.B. | | | |
| 18 | Registration with Registrar of Companies. | | | |
| 19 | License from CCE for filling of Cylinders. | | | |
| 20 | Current No conviction certificate from the concerned State Drug Control Authority | | | |
| 21 | Affidavit about Non- conviction from Notary Public/Judicial Magistrate/Executive Magistrate. | | | |
| 22 | Solvency Certificate Issued by the Banker in favour of the Bidder. | | | |
| 23 | Self-Declaration regarding cash reserve in hand. | | | |
| 24 | Declaration regarding Stock position of the CCE approved cylinders which can be provided on hire. | | | |
| 25 | Certificates from the Manufacturer of Medical Oxygen IP | | | |
| 26 | Drug License for production of Medical Oxygen IP | | | |
| 27 | In house Gas Chemical Test Certificate of Medical Oxygen IP | | | |
| 28 | In house CCE approved Cylinder Test Certificate of Medical Oxygen IP | | | |
| 29 | P/L & Balance sheet 2016-2017,2017-2018,2018-2019 | | | |

**Signature of the competent
authority**

Name in Block Letters.....

Designation.....

Annexure-B

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, contact no, Email address etc)

(TO WHOM IT MAY CONCERN)

This is to certify that Mr(Name), employee of this Organization as (Official Designation) is hereby authorized to submit tender online, Vide NIT No.....,Datedon behalf of the Organization.

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

**Signature of the
competent authority**

Seal

.....
(Signature of the Authorized Person)

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

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

**Signature of the
competent authority**

Seal

Annexure -E

(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 2016-17, 2017-18 & 2018-19 are Rs.....Cr., Rs.....Cr. & Rs..... Cr. respectively

Signature of the Chartered Firm with Registration No:

Countersigned

**Signature of the
authorized signatory
(tenderer)**

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

Seal

ANNEXURE H

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:

- a. That I/ my firm have/has not been blacklisted at present by any Govt. organization for supplying medicals gases, as quoted by me in this E-tender
- b. That I am not under conviction of any offence making myself liable to be disqualified to supply of *medicals gases* to any Govt. or Govt. undertaking Organization /Institution in the State of West Bengal or other State or States.
- c. That no case is pending against me or against my firm in any criminal court of law in connection with the supply of medicals gases to the Govt. or Govt. undertaking Organization / Institution in the State of West Bengal or other State or States (If any case is pending, pl state the details).
- d. 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.
- e. 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.

Deponent(s)

FORM-I

- 1. Name of the Bidder.....:
- 2. Address of the Bidder.....:
- 3. Telephone Number.....:
Land Line Number.....:
Mobile Number.....:
- 4. Pan(Enclose Copy).....:
- 5. GST Registration(Enclose Copy).....:
- 6. License No./ Registration No. & Valid date.....:
- 7. **Experience Details:**

| Parties | Nature of Job | Date | |
|---------|---------------|------|----|
| | | From | To |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

This is to certify that the information furnished above by me/us is true and correct. I/We also certify that I/We have carefully read and understood the terms and conditions of the tender document and undertake to abide by them in the event of being awarded the contract.

Date:.....

Place:.....

Signature of the bidder with Seal

FORM-II

B.1.PRE-QUALIFICATIONAPPLICATION:

To,
Managing Director,
West Bengal Medical Services Corporation Limited

Ref:-Tender for work: _____

N.I.T No:

Dear Sir,
Having examined the Statutory, No statutory, Instruction to Bidders & NIT documents along with its Agenda & Corrigendum (if any),I/we here by submit all the necessary information and relevant documents for evaluation.

The application is made by me/us on behalf of _____In the Capacity duly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for application and for completion of the contract documents is attached herewith. We are interested in bidding for the work(s) given in Enclosure to this letter.

We understand that:

- (a) Tender Inviting & Accepting Authority/Engineer-in-Charge can amend the scope & value of the contract bid under this project.

- (b) Tender Inviting & Accepting Authority/Engineer-in-Charge reserve the right to reject any application without assigning any reason.

Enclose:-e-Filling:-

1. Statutory Documents.

2. Non Statutory Documents.

Signature of applicant including title

Date:-

FORM-III

B.3.STRUCTURE AND ORGANISATION.

B.3.1.Name of applicant::_____

B.3.2.Office Address::_____

Telephone No.::_____

B.3.3.Name & address of Bankers::_____

Date:

Signature of applicant.

FORM-IV

Printout in Agency's Letter head & upload the filled proforma with signed as stated below

DECLARATIONBYTHETENDERER

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I/We have carefully gone through the Notice Inviting Tender and other tender documents mentioned there in. I/We have also carefully gone through the 'Priced schedule of Probable Items and Quantities'.

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Tender to complete the proposed work referred to above in all respects.

I/We promise to abide by all the stipulations of the contract documents and carryout and complete the work to the satisfaction of the department.

We declare that I/We in the capacity of individual as a partner of affirm not debarred in the last financial year.

Date:

Signature of Bidder

Name of the Firm with Seal

FORM - 5

STATEMENT OF BREAKUP OF DUTIES AND TAXES

| Sl. No. | Description of work | Percentage of Tax | Price (in INR) |
|----------------|---|--------------------------|-----------------------|
| 1 | Obtaining rate for supply of liquid medical oxygen in VIE tank at MR Bangur Super Speciality Hospital with necessary construction for VIE (vacuum insulated evaporator) for 3 years (excluding GST | — | |
| 2 | GST as applicable for obtaining rate for supply of liquid medical oxygen in VIE tank at MR Bangur Super Speciality Hospital with necessary construction for VIE (vacuum insulated evaporator) for 3 years | | |

NOTES:

- a) GST amount is to be specified in Rupees on the basis of the prevailing rate of GST at the time of submission of Financial Bid

CONTRACT FORMS (COF)

FORM OF AGREEMENT

(On non judicial stamp paper of appropriate value)

THIS AGREEMENT is made on _____ day of _____ Two Thousand _____ between WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED (WBMSCL) hereinafter called the "Employer" (which expression shall, wherever the context so demands or requires, include their successors in office and assigns) of the One Part and M/s. _____ hereinafter called the "Contractor" (which expression shall, wherever the context so demands or requires, include his/their successors and assigns) of the Other Part.

WHEREAS the Employer is desirous that Project should be executed and has by Notification of Award dated _____ accepted a tender submitted by the Contractor for the project at a rate of Rs. _____/- (Rupees _____ only) per unit.

NOW THIS AGREEMENT WITNESSETH as follows: -

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.

2. **Documents**

The following documents in conjunction with Addenda/Corrigenda to Bidding Documents shall be deemed to form and be read and construed as part of this Agreement viz.

- i) Notice Inviting e-Tender
- ii) Instructions to Bidders
- iii) Scope of Work
- iv) Bidding Forms
- v) General Conditions of Contract
- vi) Special Conditions of Contract
- vii) Contract Forms.

3. **Previous Communications**

This document constitutes the entire Contract between the parties and supersedes all previous communications, whether oral or written, in relation, to the Project to be undertaken in accordance with the Contract.

4. Execution of Project

In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete, remedy defects therein and maintain the Project in conformity in all respects with the provisions of the Contract.

5. Payment

The Employer hereby covenants to pay to the Contractor in consideration of the execution, completion, remedying of any defects therein and maintenance of the Works, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

6. Commencement of the Project

This Contract will remain in effect from _____ and expire on _____ unless terminated earlier in accordance with the provisions of the Contract.

7. Acknowledgement

The Contractor shall confirm acceptance of the terms of this Contract by signing and returning to WBMSCL the duplicate copy enclosed herewith within a period of 14 days from date of receipt of Notification of Award.

IN WITNESS whereof the parties hereto have caused their respective hands to be hereinto affixed the day and year first above written.

In the capacity of _____

On behalf of M/s. _____ (The Contractor)

Witnesses (Signature, name & Designation)

- 1.
- 2.

For and on behalf of WBMSCL (The Employer)

In the presence of

Witnesses (Signature, Name & Designation)

- 1.
- 2.

FORM OF PERFORMANCE SECURITY BANKGUARANTEE

In consideration of the Employer having agreed under the terms and conditions of contract made vide this Notification of Award No.-----dated----- between West Bengal Medical Services Corporation Ltd. (WBMSCL)(the Employer) represented by its Managing Director and (herein after called "the said Contractor) for obtaining rate for supply of liquid medical oxygen in VIE tank with necessary construction for VIE (vacuum insulated evaporator at MR Bangur Super Speciality hospital for 3 years(here in after called the said Agreement")the Contract or having agreed to production of an irrevocable Bank Guarantee for Rs. ------(Rupees -----Only) as a Security/Guarantee for compliance of his obligations in accordance with the terms and conditions in the said Agreement:

1. We------(indicate the name of the Bank)(hereinafter referred to as "the Bank" hereby undertake to pay to the WESTBENGALMEDICAL SERVICESCORPORATIONLTD., an amount not exceeding Rs.----- (Rupees -----only) on demand by WBMSCL.

2. We----- (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from WBMSCL for and on behalf of the Employer as an Agent/Power of Attorney Holder stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ----- (Rupees -----only).

3. We, the said Bank further under take to pay to the Employer represented by WBMSCL for and on behalf of the Employer as an Agent/Power of Attorney Holder any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto, our liabilities under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We ----- (Indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all dues of the Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Employer's Representative on behalf of the Employer certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor

and accordingly discharges this Guarantee.

5. We ----- (indicate the name of the Bank) further agree with the Employer, that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor(s) and to forbear from or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Employer or any indulgence by the Employer to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

7. This Guarantee will neither be cancelled nor revoked by the Bank without the written authorization of WBMSCL. For this purpose, the beneficiary WBMSCL would inform the Bank of their authorized signatories together with the specimen signatures.

8. This Guarantee shall be valid up to -----unless extended on demand by the Employer. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. ----- (Rupees ----- Only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

Dated the ----- day of ----- for ----- (indicate the name of the Bank).

Note: To be put in sealed cover by Bank and addressed to the concerned officer of WBMSCL.