

**TAMIL NADU MEDICAL SERVICES CORPORATION LIMITED**

(A Government of Tamilnadu Undertaking)  
417, PANTHEON ROAD, EGMORE, CHENNAI – 600 008.

**ISO 9001:2008 Certified Organisation**

Phone:28191890, 28190259 Fax No. 28190636

E-Mail : [equipment.tnmsc@tn.gov.in](mailto:equipment.tnmsc@tn.gov.in)

**Ref.:No.530/GASES/DME/TNMSC/ENGG/2019**

**09.09.2019**

**INVITATION FOR BIDS FOR SUPPLY OF ITEM**  
**THIS INVITATION DULY SIGNED ON ALL PAGES SHOULD BE ATTACHED WITH**  
**THE QUOTE - REVISED**

From

The General Manager,  
TamilNadu Medical Services Corporation Limited,  
417, Pantheon Road, Egmore,  
Chennai – 600 008.

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

Sub: Invitation of Bids for fixing Rate contract for Supply of Medical Grade Oxygen, Nitrous Oxide and Carbon-di-oxide in Cylinders – Reg.

- a) Price of bidding document (Non-refundable) : Rs.5,725/- (Inclusive of all taxes) (Alternatively, the tender document can be downloaded from [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) and TNMSC website [www.tnmsc.com](http://www.tnmsc.com) at free of cost)
- b) Postal charges, inland : Rs.200/- (extra)
- e) Last date for sale of Bidding Document : 03.10.2019
- f) Last date and time for Receipt of bids : 04.10.2019, 11.00 AM
- g) Time and date of Opening of Technical bids : 04.10.2019, 12.00 Noon

- h) Place of opening of bids : Tamilnadu Medical Services Corp. Ltd.,  
417, Pantheon Road,  
Egmore,  
Chennai 600 008.
- i) Address for communication : Tamilnadu Medical Services Corp. Ltd.,  
417, Pantheon Road,  
Egmore,  
Chennai 600 008.
- 

1. For and on behalf the Head of the Institutions under the Directorate of Medical Education, Tamil Nadu medical Services Corporation (TNMSC) invites bids in single cover system for supply of the following at Various Hospitals in Tamil Nadu indicated in Annexure I on the rate contract basis.

1. Medical Grade Oxygen
3. Medical Grade Nitrous Oxide
4. Highly pure Carbon-di-oxide (> 99.5%). Industrial grade Co2 should not be used.

**Terms and Conditions :-**

1. Qualification Criteria:
  - i. The bidder should be a manufacturer of Oxygen gas, Nitrous Oxide and Carbon-di-oxide gases and should have experience of supplying the above gases to the Medical Institutions in the State of Tamilnadu. Experience in supply to Govt. Medical Institution is preferred.
  - ii. The bidder should have a manufacturing capacity of at least 32,500 cubic meter per annum for Medical grade Oxygen, 11,000 cubic meter per annum for Medical grade Nitrous Oxide and 72000 kg per annum for Highly pure Carbon-di-oxide (> 99.5%). certified by licensing authority/ chartered accountant.
  - iii. The annual sales turnover for the bidder should be at least Rs.10.00 lakhs for Medical grade Oxygen & Highly pure Carbon-di-oxide (> 99.5%) and Rs. 20 lakhs for Medical grade Nitrous

Oxide in any one of the last three years (2016-2017 to 2018-2019), and it should be certified by the chartered accountants.

- iv. The bidder should have a cash/ credit limit of at Rs.2.50 lakhs for Medical grade Oxygen & Highly pure Carbon-di-oxide (> 99.5%) and Rs. 5 lakhs for Highly pure Carbon-di-oxide (> 99.5%) with their bankers exclusively for this contract and a certificate for the above shall be furnished by the bankers.
2. The bidder should have storage facility for the above gases in each district or nearby district to ensure supply at short notice.
3. The vendor should supply the oxygen gas, nitrous oxide gas and Carbon-di-oxide gas in cylinders and arrange to replace the empty cylinders with gas filled cylinders within 24 hours of receiving the indent.
4. The D type cylinders for the bulk supply of oxygen, nitrous oxide and carbon-di-oxide should be provided by the vendor at their own cost. The A type and B Type cylinders will be provided by the hospital.
5. The initial contract period for supply of the medical gases is for 3 years which can be extended for 2 more years on mutual consent.

2. **Bid Price**

- 2.1 The prices in term of per cubic meter rate for Oxygen gas & Nitrous oxide gas and per Kg for Carbon di oxide gas shall be quoted in the price bid format attached indicating the break up cost of Basic price, excise duty, delivery/transport charges and GST as applicable.
- 2.2. The price shall be in Indian Rupees and firm for the full contract period of 3 years without any escalation.
3. Each bidder shall submit only one bid.
  - 3.1 Earnest money deposit:- The bid shall accompany with Earnest Money Deposit of Rs.10,000/- by means of Demand Draft drawn in favor of "Tamil Nadu Medical Services Corporation Limited, Chennai payable at Chennai. The bidder shall furnish a single Bid Security of Rs. 10,000/- irrespective of the no. of items quoted.

3.2 Bids received without EMD amount will be treated as non-responsive.

3.3 The EMD will not carry any interest.

3.4. The EMD is forfeitable if the successful bidder refused to accept the order within the validity period and execute the contract agreement and furnish performance security.

3.5 The bidder should furnish the GST registration no. for supply and services and the code no. for the goods quoted.

3.6 The GST registered bidders are only eligible to participate in the quotation.

3.7 The bidder should furnish the details of Bank name, Branch name, Account no., IFSC code and a copy of cancelled cheque leaf.

3.8 The validity of the Demand Draft / Banker's Cheque furnished for EMD should be not less than 15 days.

4. **Validity of Bid:-**

The Bid shall remain valid for a period not less than 45 days after the deadline date specified for submission.

5. **Evaluation of Bid and price:-**

5.1 The Bids will be evaluated and compare the bids determined to be substantially responsive i.e. which

(a) are properly signed; and

(b) conform to the terms and conditions.

5.2. The bidder may quote for each of Medical Grade Oxygen, Medical Grade Nitrous Oxide and Highly pure Carbon-di-oxide (> 99.5%) separately including optional items for individual institutions. The evaluation will be done separately for each item and for each hospital. Further the rates should be quoted for all the 3 years (1<sup>st</sup> to 3<sup>rd</sup> year) without any omission. The bidders are permitted to quote their 3<sup>rd</sup> year rate alone with appropriate escalation.

6. **Award of contract:-**

6.1. The Purchaser will award the contract to the bidder whose bids has been determined to be substantially responsive and who has offered the lowest evaluated bid price.

6.2 The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the bid validity period. The terms of the accepted offer shall be incorporated in the purchase order.

7. Liquidated Damages

7.1 For delay in supply of the goods beyond the stipulated delivery period, liquidated damages at 0.1% per week or part thereof of undelivered portion of the contract, subject to a maximum of 10% of the contract value of the supply to be made per month, is leviable.

8. Contract Agreement and Performance Security

8.1 The successful bidder shall enter into contract agreement at the prescribed format at Annexure II with the respective Head of Institutions and furnish a performance security for 5% of the tender value for first year arrived at based on the indicative quantity of the respective institution by means of demand draft or Bank Guarantee valid for the full contract period plus 60 days, within 1 week from the date of issue of purchase order. The performance security will be returned after completion of the contract period. The performance security will not carry any interest. The Performance Security format at Annexure III. TNMSC is only an agency to finalize the tender and since the contract agreement is to be entered in to between the successful bidder and the Heads of the institution, all dispute that arise in the contract shall be resolved only between the respective Heads of Institution and the successful bidder and TNMSC shall not be liable for any issues arising out of such disputes.

8.2 The performance security is forfeitable for any failure in performing the contract.

## 9. Payment

- 9.1 100% payment will be made on monthly basis by the Head of the Hospital within **2 months** from the date of receipt of bills with proper supporting document.

10. The following document shall be submitted with the bids :-

- a. EMD in the form prescribed.
- b. Duly attested copy of license approved by the concerned license Authority.
- c. Documentary evidence of constitution of firm such as Memorandum of Articles, Partnership Deed, etc., with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor.
- d. Authorisation of senior responsible officer of the Company to transact business.
- e. Annual turnover statement last for three years certified by the Auditor.
- f. Copies of Balance Sheet and Profit & Loss Account for three years certified by the Auditors.
- g. GST Returns as on 31.03.2019.
- h. Notarized statement of the Installed manufacturing capacity and storage capacity of the items quoted.
- i. Location and capacity of the storage system in Chennai.
- j. Details of similar orders executed in the past 3 years and orders currently on hand.
- k. Technical information of the quoted products.
- l. Any deviations.
- m. Duly filled in price schedule.

11. **The Bids should be submitted in a sealed cover superscribed “Bids for Supply of Medical Grade Oxygen, Nitrous oxide and Carbon-di-oxide to Various Govt, Institutions in the state of Tamil nadu”** and bid should reach on or before **11.00 AM on 04.10.2019**. Late bids will not be accepted.

12. The Bid will be opened at **12.00 Noon on 04.10.2019** in the presence of bidders.

**13. Pre-Bid meeting :-**

- a) The bidder is invited to attend a pre-bid meeting that will be held at the office of Tamilnadu Medical Services Corporation Ltd., on **25.09.2019 at 11.00 AM.**
14. The bids will be evaluated for technical and commercial criteria and among the bidders who meet the criteria, the lowest priced bidder will be selected as the responsive lowest bidder. However, the purchaser reserves its right to accept or reject any bid and annual the bidding process at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground of the purchasers action.
  15. The purchaser or its representative shall have right to inspect and / or to test the goods to conform their conformity to the contract at no extra cost. The supplier shall extent all reasonable all facilities and assistants including access to drawing and production data to the inspection at no charge.
  16. Notwithstanding the above, the purchaser reserves its rights to inspect the supplied goods at any laboratory of its choice for the conformity of the specification of the products.
  17. Subcontracting will not be permitted.
  18. The governing language is English.
  19. The purchaser reserves its rights to terminate the contract for the reasons like default and insolvency of the supplier or for convenience of both by serving the return notice of 15 days.
  20. The dispute resolution will be governed by the provisions of Arbitration and Conciliation Act. The jurisdiction is Chennai.

**Sd/-**  
**General Manager (E)**

**PRICE SCHEDULE**

**FORMAT A**

**FORMAT A**

i. **Zone 6 – 1<sup>st</sup> and 2<sup>nd</sup> year**

1	2	3	4	5	6	7					8	9	10	
Sl. No	Hospital	Description	Tentative quantity	Unit	Country of Origin	Price for each unit					Unit price (excluding GST) a+b+c+d+e  For both 1 <sup>st</sup> and 2 <sup>nd</sup> year	Total price for 1 <sup>st</sup> and 2 <sup>nd</sup> year  [(4 x 8) * 2 years]	GST – IGST/CGST/SGST payable if contract is awarded	
						Ex-factory Ex-warehouse Ex-showroom off-the shelf for CIF (a)	Packing & forwarding (b)	Inland transport, Insurance and Incidental costs incidental to delivery (c)	Incidental services (d)	Customs duty (e)				
1	<b>Medical Grade Oxygen in Cylinders</b>													
1	Govt. Mohan Kumaramangalam Medical College Hospital, Salem	Oxygen in D type Cylinder	7620	Per Cubic meter										
		<b>Optional</b>												
		Oxygen in A		Per Cubic										



		type Cylinder		meter									
		Oxygen in B type Cylinder		Per Cubic meter									
2	Govt. Coimbatore Medical College Hospital, Coimbatore	Oxygen in D type Cylinder	5620	Per Cubic meter									
		<b>Optional</b>											
		Oxygen in A type Cylinder		Per Cubic meter									
		Oxygen in B type Cylinder		Per Cubic meter									
3	Govt. Dharmapuri Medical College Hospital, Dharmapuri	Oxygen in D type Cylinder	357	Per Cubic meter									
		<b>Optional</b>											
		Oxygen in A type Cylinder		Per Cubic meter									
		Oxygen in B type Cylinder		Per Cubic meter									
4	Govt. Medical College & ESI	Oxygen in D type Cylinder	8038	Per Cubic meter									

	Hospital, Coimbatore												
		<b>Optional</b>											
		Oxygen in A type Cylinder		Per Cubic meter									
		Oxygen in B type Cylinder		Per Cubic meter									
<b>II</b>	<b>Medical Grade Nitrous Oxide in Cylinders</b>												
1	Govt. Mohan Kumaramang alam Medical College Hospital, Salem	Nitrous Oxide in D type Cylinder	1879	Per Cubic meter									
		<b>Optional</b>											
		Nitrous Oxide in A type Cylinder		Per Cubic meter									
2	Govt. Coimbatore Medical College Hospital, Coimbatore	Nitrous Oxide in D type Cylinder	3615	Per Cubic meter									
		<b>Optional</b>											
		Nitrous Oxide in A type Cylinder		Per Cubic meter									

3	Govt. Dharmapuri Medical College Hospital, Dharmapuri	Nitrous Oxide in D type Cylinder	906	Per Cubic meter									
		<b>Optional</b>											
		Nitrous Oxide in A type Cylinder		Per Cubic meter									
4	Govt. Medical College & ESI Hospital, Coimbatore	Nitrous Oxide in D type Cylinder	845	Per Cubic meter									
		<b>Optional</b>											
		Nitrous Oxide in A type Cylinder		Per Cubic meter									
<b>III Highly pure Carbon-di-oxide (&gt; 99.5%) in cylinders</b>													
1	Govt. Mohan Kumaramangalam Medical College Hospital, Salem	Carbon di oxide in C type Cylinder (9 Kg)	410	Per Kg									
		<b>Optional</b>											
		Carbon di oxide in D type Cylinder (30 Kg)		Per Kg									

2	Govt. Coimbatore Medical College Hospital, Coimbatore	Carbon di oxide in C type Cylinder (9 Kg)	500	Per Kg									
		<b>Optional</b>											
		Carbon di oxide in D type Cylinder (30 Kg)		Per Kg									
3	Govt. Dharmapuri Medical College Hospital, Dharmapuri	Carbon di oxide in C type Cylinder (9 Kg)	330	Per Kg									
		<b>Optional</b>											
		Carbon di oxide in D type Cylinder (30 Kg)		Per Kg									
4	Govt. Medical College & ESI Hospital, Coimbatore	Carbon di oxide in C type Cylinder (9 Kg)	350	Per Kg									
		<b>Optional</b>											

		Carbon di oxide in D type Cylinder (30 Kg)		Per Kg									
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ii. Zone 6 – 3<sup>rd</sup> year

1	2	3	4	5	6	7					8	9	10	
Sl. No	Hospital	Description	Tentative quantity	Unit	Country of Origin	Price for each unit					Unit price (exclud ing GST) a+b+c+ d+e For 3 <sup>rd</sup> year	Total price for 3 <sup>rd</sup> year (4 x 8)	GST – IGST/CG ST/ SGST payable if contract is awarded	
						Ex-factory Ex- warehouse Ex- showroom off-the shelf for CIF (a)	Packing & forward ing (b)	Inland transport, Insurance and Incidental costs incidental to delivery (c)	Incidenta l services (d)	Custo ms duty (e)				
<b>I Medical Grade Oxygen in Cylinders</b>														
1	Govt. Mohan Kumaramang alam Medical College Hospital, Salem	Oxygen in D type Cylinder	7620	Per Cubic meter										
		<b>Optional</b>												

		Oxygen in A type Cylinder		Per Cubic meter									
		Oxygen in B type Cylinder		Per Cubic meter									
2	Govt. Coimbatore Medical College Hospital, Coimbatore	Oxygen in D type Cylinder	5620	Per Cubic meter									
		<b>Optional</b>											
		Oxygen in A type Cylinder		Per Cubic meter									
		Oxygen in B type Cylinder		Per Cubic meter									
3	Govt. Dharmapuri Medical College Hospital, Dharmapuri	Oxygen in D type Cylinder	357	Per Cubic meter									
		<b>Optional</b>											
		Oxygen in A type Cylinder		Per Cubic meter									
		Oxygen in B type Cylinder		Per Cubic meter									

4	Govt. Medical College & ESI Hospital, Coimbatore	Oxygen in D type Cylinder	8038	Per Cubic meter									
		<b>Optional</b>											
		Oxygen in A type Cylinder		Per Cubic meter									
		Oxygen in B type Cylinder		Per Cubic meter									
<b>II Medical Grade Nitrous Oxide in Cylinders</b>													
1	Govt. Mohan Kumaramangalam Medical College Hospital, Salem	Nitrous Oxide in D type Cylinder	1879	Per Cubic meter									
		<b>Optional</b>											
		Nitrous Oxide in A type Cylinder		Per Cubic meter									
2	Govt. Coimbatore Medical College Hospital, Coimbatore	Nitrous Oxide in D type Cylinder	3615	Per Cubic meter									
		<b>Optional</b>											
		Nitrous Oxide in A type Cylinder		Per Cubic meter									

3	Govt. Dharmapuri Medical College Hospital, Dharmapuri	Nitrous Oxide in D type Cylinder	906	Per Cubic meter									
		<b>Optional</b>											
		Nitrous Oxide in A type Cylinder		Per Cubic meter									
4	Govt. Medical College & ESI Hospital, Coimbatore	Nitrous Oxide in D type Cylinder	845	Per Cubic meter									
		<b>Optional</b>											
		Nitrous Oxide in A type Cylinder		Per Cubic meter									
III	<b>Highly pure Carbon-di-oxide (&gt; 99.5%) in cylinders</b>												
1	Govt. Mohan Kumaramangalam Medical College Hospital, Salem	Carbon di oxide in C type Cylinder (9 Kg)	410	Per Kg									
		<b>Optional</b>											
		Carbon di oxide in D type Cylinder		Per Kg									



		(30 Kg)											
2	Govt. Coimbatore Medical College Hospital, Coimbatore	Carbon di oxide in C type Cylinder (9 Kg)	500	Per Kg									
		<b>Optional</b>											
		Carbon di oxide in D type Cylinder (30 Kg)		Per Kg									
3	Govt. Dharmapuri Medical College Hospital, Dharmapuri	Carbon di oxide in C type Cylinder (9 Kg)	330	Per Kg									
		<b>Optional</b>											
		Carbon di oxide in D type Cylinder (30 Kg)		Per Kg									
4	Govt. Medical College & ESI Hospital,	Carbon di oxide in C type Cylinder	350	Per Kg									

	Coimbatore	(9 Kg)											
		<b>Optional</b>											
		Carbon di oxide in D type Cylinder (30 Kg)		Per Kg									

**Note:**

- (a) In case of discrepancy between unit price and total price, the unit price shall prevail.
- (b) **The bidder should indicate the HSN code of the equipment/ service and applicable GST rate**
- (c) **The bidder should quote for the prices separately from column 7(a) to 7(e) and should not state “as inclusive” of all rate.**

Place :

Signature of Bidder.....

Date :

Name .....

Business Address .....

**List of Hospitals**

<b>Sl. No.</b>	<b>Zone</b>	<b>Name of the Hospital</b>
1	Zone 6	Govt. Mohan Kumaramangalam Medical College Hospital, Salem
2		Govt. Coimbatore Medical College Hospital, Coimbatore
3		Govt. Dharmapuri Medical College Hospital, Dharmapuri
4		Govt. Medical College & ESI Hospital, Coimbatore

CONTRACT FORM

THIS AGREEMENT made the ..... day of ....., 20..... between ..... (Name and Address of *end user*) represented by the..... (hereinafter “the *End user*”) of one part and .....(Name and Address of Supplier) ..... (hereinafter “the Supplier”) represented by ..... (Name of the Authorized Signatory and Designation), Aged ..... years, residing at ..... (Full Residential Address of the Signatory) of the other part:

WHEREAS the *End User* is desirous that certain Goods and ancillary services should be provided by the Supplier, viz., ..... (Brief Description of Goods and Services) and ..... has accepted a bid by the Supplier for the supply of those goods and services in the sum of ..... (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
  
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
  - (a) the Bid Form and Price Schedule submitted by the Bidder;
  
  - (b) the Schedule of Requirements, Terms and Conditions of the tender document.

(c) the TNMSC's Notification of Award

3. In consideration of the payments to be made by the *End User* to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the *End User* to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
  
4. The *End User* hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER ARE:**

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S.No.	Brief Description of goods	Quantity to be Supplied	Unit Price	Total Amount (3 x 4)	GST Payable
1	2	3	4	5	6

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**Total Value: 5 + 6**

**Delivery Schedule:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said ..... (For the **End User** )

in the presence of .....

Signed, Sealed and Delivered by the

said .....(For the Supplier) (Signature, Name, Designation and  
Address with Office seal)

in the presence of .....

1) (Signature, Name and Address of witness)

2) (Signature, Name and Address of witness)

PERFORMANCE SECURITY FORM

To : \_\_\_\_\_ (Name of *End User*)

**WHEREAS** ..... (Name of the Supplier) herein called “the Supplier” has undertaken, in pursuance of Contract No..... dated, ..... to supply ..... (Description of Goods and Services) hereinafter called “the Contract”.

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ..... day of ..... 200.

Signature and Seal of Guarantors

.....



.....

.....

Date ..... 20 .....

Address .....

.....

.....