

***SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES***

***TTDs – TIRUPATI***

***Office of the General Maintenance***



e-tender document for

SUPPLY OF MEDICAL GASES FOR A PERIOD OF (01) ONE YEAR

- 1) NITROUS OXIDE -- BULK "D" TYPE
- 2) OXYGEN -- BULK "D" TYPE
- 3) OXYGEN SMALL -- "B" TYPE
- 4) DRY NITROGEN -- BULK "D" TYPE
- 5) CARBON DIOXIDE (CO<sub>2</sub>)

**(HOWEVER, IT IS RENEWABLE EVERY YEAR FOR TWO MORE YEARS BASED ON THE PERFORMANCE OF THE SUPPLIER AND SUBJECT TO THE NEED, JUSTIFICATION AND SATISFACTION OF THE TENDER INVITING AUTHORITY)**

**(INVITES E-TENDER FROM THE MANUFACTURERS ONLY)**

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**SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES, TIRUPATI**  
**NOTICE INVITING ONLINE TENDER**

Sl. No.	Description	Remarks
1.	Name of the department	<b>TIRUMALA TIRUPATI DEVASTHANAMS</b>
2.	Circle/Division	<b>SVIMS, TIRUPATI</b>
3.	FILE / NIT Number	Roc.No. GM/254/MEDICAL GASES/SVIMS/2019
4.	Tender Subject	Supply Of Medical Gases : 1) Nitrous Oxide - D Type, 2)Oxygen Bulk - D Type, 3) Oxygen Small B-Type 4)Dry Nitrogen Bulk – D Type 5)Carbon Dioxide
5.	Period of Contract	01 (ONE) YEAR. (HOWEVER, IT IS RENEWABLE EVERY YEAR FOR TWO MORE YEARS BASED ON THE PERFORMANCE OF THE SUPPLIER AND SUBJECT TO THE NEED, JUSTIFICATION AND SATISFACTION OF THE TENDER INVITING AUTHORITY)
6.	Form of Contract	ITEM BASED
7.	Tender Type	Open
8.	Tender Category	PRODUCTS
9.	EMD Amount (INR)	Rs. 37,500-00 (Rupees Thirty Seven Thousand and Five Hundred only)
10.	EMD payable to:	Demand Draft drawn in favour of the "Director, SVIMS, Tirupati" from any scheduled Bank.
11.	Bid validity period	Three months
12.	Bid Document Download starting Date & time	03.02.2022 at 08.00 P.M
13.	Bid Document Downloading End Date & time	17.02.2022 at 12.00 Noon
14.	Last Date & Time for submission of hard copies	17.02.2022 at 05.00 P.M
15.	Evaluation of Technical Bids (Qualification and Eligibility Stage)	18.02.2022 at 2.30 P.M
16.	Price Bid Opening Date and Time (Financial Bid Stage)	19.02.2022 at 03.00 P.M (Tentative)
17.	Place of Tender Opening	SVIMS, Tirupati
18.	Tender Inviting / Opening Authority	THE DIRECTOR-CUM-V.C, SVIMS., TIRUPATI
19.	Address/E-mail id	<a href="mailto:gmsvims@gmail.com">gmsvims@gmail.com</a>
20.	Contact Details/Telephone.	0877-2287777 Extn.2348, 2201.
21.	<u>MANDATORY DOCUMENTS TO BE UPLOADED :</u>	<ol style="list-style-type: none"> <li>1. Earnest Money Deposit in the form of D.D., in favour of the Director, SVIMS, Tirupati.</li> <li>2. Valid Manufacturing License for Medical Gases (Oxygen, Nitrous Oxide, Dry Nitrogen &amp; CO2) from Drug Control Administration.</li> <li>3. Valid license for storage, filling and testing of cylinders</li> <li>4. FIRM / COMPANY registration certificate.</li> <li>5. GST registration and previous 03 months GST returns.</li> <li>6. PAN card in the name of the Firm / Bidder.</li> <li>7. Latest 02 years Audited Balance Sheets and Income and expenditure duly certified by C.A along with I.T returns for two years. In case I.T returns are under process of filing for the year 20-21, certificate of CA may be produced.</li> <li>8. NOTARIZED Affidavit on Rs.100/- Non-judicial stamp paper stating that: <ol style="list-style-type: none"> <li>a) The firm/bidder is not presently blacklisted / debarred by any Hospital / Organization.</li> <li>b) No case is pending against the firm / bidder with Vigilance / CBI / any Govt.</li> </ol> </li> </ol>

		<p>departments.</p> <p>c) The firm/bidder is not presently convicted by a court of law on any criminal offence.</p> <p>d) Firm will provide uninterrupted supply of Medical Gas Cylinders as per demand of hospital</p> <p>NOTE: The sentence SOLEMNLY AFFIRMED AND SIGNED BEFORE ME shall be mentioned in all the Affidavits.</p> <p>9. Should have minimum 02 years experience in the field of Medical Gases.</p> <p>10. The firm shall be produced certificate of satisfactory completion letters- minimum of two for providing MEDICAL GAS from Central / State Govt. Hospitals / Corporate Super Specialty Hospitals.</p> <p>11. Declaration on firm's letter head as mentioned in Annexure – I</p> <p>IMPORTANT NOTE :</p> <p>A) AT THE TIME OF OPENING OF THE TECHNICAL BID, IF ANY MANDATORY DOCUMENT IS NOT FOUND ON THE E-PROCUREMENT PLATFORM, THE BID WILL BE REJECTED.</p> <p>B) ONE SET OF ORIGINAL DOCUMENTS OF EMD, AFFIDAVIT AND OTHER PHOTOSTAT COPIES OF ALL UPLOADED DOCUMENTS SHALL BE DELIVERED AT THE FOLLOWING ADDRESS EITHER BY POST OR IN PERSON ON OR BEFORE 17.02.2022 AT 05 PM. OTHERWISE THE BID WILL BE REJECTED.</p> <p style="text-align: center;">“The Deputy.Director, Dept. of General Maintenance, Alipiri Road, Sri Venkateswara Institute of Medical Sciences, Tirupati.</p> <p><b>c) This condition is applicable while quoting the price in financial bid only:</b></p> <p>The bidder has to quote 01 cubic meter/KG cost and transportation charges should be mentioned separately. However, both cost of cubic meter and transportation charges together will be considered for finalizing the L1 price.</p>
22.	<p>a)Registration with e-procurement platform</p> <p>b)Digital certificate authentication</p> <p>c)Procedure for bid submission</p> <p>d)Transaction fee. e)Corpus fund etc.</p>	<p>The participating bidders are requested to refer the website of e-procurement for all the information about the e-tender.</p>

SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES CAN NOT BE HELD RESPONSIBLE FOR THE FOLLOWING :

- 1)Any loss (or) delay of the documents in transit.
- 2)Any problem arising while uploading the documents through e-procurement platform.
- 3)Any other problem(s) encountered by the bidders while uploading their bids.

**CHECK LIST**

**ALL THE FOLLOWING DOCUMENTS SHALL BE DELIVERED EITHER BY POST OR IN PERSON ON OR BEFORE THE DATE AND TIME OF THE TECHNICAL BID OPENING**

1. Earnest Money Deposit in the form of D.D., in favour of the Director, SVIMS, Tirupati. -- Enclosed or Not
2. Valid Manufacturing License for Medical Gases (Oxygen, Nitrous Oxide, Dry Nitrogen & CO2) from Drug Control Administration. -- Enclosed or Not
3. Valid license for storage, filling and testing of cylinders -- Enclosed or Not
4. FIRM / COMPANY registration certificate to be uploaded -- Enclosed or Not
5. GST registration and previous 03 months GST returns. -- Enclosed or Not
6. PAN card in the name of the Firm / Bidder -- Enclosed or Not
7. Latest 02 years Audited Balance Sheets and Income and expenditure duly certified by C.A along with I.T returns for two years. In case I.T returns are under process of filing for the year 20-21, certificate of CA may be produced -- Enclosed or Not
8. NOTARIZED Affidavit on Rs.100/- Non-judicial stamp paper stating that:
  - a) The firm/bidder is not presently blacklisted / debarred by any Hospital / Organization.
  - b) No case is pending against the firm / bidder with Vigilance / CBI / any Govt. departments.
  - c) The firm/bidder is not presently convicted by a court of law on any criminal offence.
  - d) Firm will provide uninterrupted supply of Medical Gases as per demand of hospital.

**NOTE: The sentence "SOLEMNLY AFFIRMED AND SIGNED BEFORE ME" shall be mentioned in all the Affidavits.**
9. should have minimum 02 years experience in the field of Medical Gases -- Enclosed or Not
10. The firm shall be produced certificate of satisfactory completion letters minimum of two for providing MEDICAL GAS from Central / State Govt. Hospitals / Corporate Super Specialty Hospitals. -- Enclosed or Not
11. Declaration on firm's letter head as mentioned in Annexure – I -- Enclosed or Not

**SALIENT POINTS TO BE NOTED :**

Online (e-tendering) tenders are invited for Supply of Medical Gases 1) Nitrous Oxide - D Type, 2)Oxygen Bulk - D Type, 3) Oxygen Small B-Type 4)Dry Nitrogen Bulk – D Type and 5)Carbon Dioxide for a period of 01 year (HOWEVER, IT IS RENEWABLE EVERY YEAR FOR TWO MORE YEARS BASED ON THE PERFORMANCE OF THE SUPPLIER AND SUBJECT TO THE NEED, JUSTIFICATION AND SATISFACTION OF THE TENDER INVITING AUTHORITY). This tender is in two bid system i.e., (1) Technical bid and (2) Financial bid.

- 1) If two or more bidders attained the same rank in the price comparison, the experience of the bidders in this field and the track record of the bidder etc., will be taken into consideration for issuing "Award of Contract".
- 2) The bidder should not submit any kind of financial details in the hard copies to be submitted to SVIMS., i.e., in the Technical Bid Cover / Hard Copy Cover. If found in any cover, bid will be invalidated. The price quoted in the financial bid of e-procurement platform will only be taken into consideration.
- 3) The bidders are advised to go through each and every line of tender document carefully before final submission.
- 4) In case of Partnership Firm, the following documents should be uploaded along with GST / PAN :
  - a) A copy of Deed of Partnership
  - b) A copy of list of partners with names and addresses
  - c) Only Managing Partner has to sign the documents and represent the company in person for any discussions.
- 5) In case of a Company, the following documents should be uploaded along with GST / PAN :
  - a) A copy of Memorandum of Understanding
  - b) Articles of Association
- 6) In case of Proprietorship, the owner of the company has to sign in all the documents and represent the company in person for any discussions.
- 7) The financial bids of those tenderers who are technically qualified will only be opened. The SVIMS may extend the last date by issuing a corrigendum in which case all rights and obligations of the SVIMS and the tenderers previously subject to the original deadline will then be subjected to the new deadline.
- 8) Date of opening of price bid given in the e-tender platform is tentative and liable for change.
- 9) Quoting minimum rate just for acquiring the tender will not be the only criteria for award of Contract. Therefore, bidder should carefully assess the work before offering the rates.
- 10) If any tenderer is having dues and payable any amount to SVIMS., such tenderer is not eligible to participate in the tender. However, the tenderer can be permitted to participate in the tender by paying the entire amount duly producing clearance letter from SVIMS authorities.
- 11) If any tenderer has filed a case in any Court of Law against SVIMS., such tenderer will not be permitted to participate in the tender, until the case is disposed off and subject to the outcome of the case.

**EARNEST MONEY DEPOSIT (Rs. 37,500):-**

- 1) Earnest Money Deposit as mentioned under Mandatory Documents shall be paid by way of Demand Draft drawn in favour of "The Director, SVIMS, Tirupati", payable at Tirupati on any scheduled bank and the original DD., should be submitted before opening the technical bid.
- 2) EMD will not be accepted in the form of Cheques, postal orders, bank guarantees or bank demand drafts issued on the personal name of the officers of SVIMS, Tirupati or by any other mode of remittance.
- 3) The E.M.D. will be returned to the unsuccessful Bidder on the date of finalization of the Tender without interest. The EMD amount will be returned to the successful Bidder after submission of the Security Deposit and other formalities without interest.

**SECURITY DEPOSIT (Rs. 1,50,000/-) & AGREEMENT :-**

- 1) Successful Bidder shall be required to pay/submit the following within 14 (fourteen) days from the date of "Award of Contract" :
  - a) Security Deposit of Rs. 1,50,000-00 (Rupees one lakh fifty thousand only)
  - b) An agreement on sufficient value of Non-judicial stamp paper in consultation with the Sub-Registrar concerned for faithful and satisfactory performance of contract. (The institute will supply the specimen of the agreement to the successful bidder)

The date of commencement of the Contract will be mentioned in the Award of Contract and the same will be treated for period of contract / tenure. A letter by mentioning the date of the commencement of the contract must be submitted to the TIA .

- 2) The Security Deposit shall be paid by way of Demand Draft drawn in favour of "The Director, SVIMS., Tirupati" and the said deposit will be returned only after the expiry of tenure period without interest, subject to penalties / deductions.
- 3) If the successful bidder fails to pay the security deposit and to execute an agreement within the period of 14 days from the date of "Award of Contract", such failure will constitute a breach of terms and conditions of the contract. Consequently, the contract shall be cancelled and the TIA will forfeit the EMD., in addition to recovery of any loss sustained by the Institute.
- 4) The TIA will forfeit the Security Deposit for any non-performance of the tender as defined in the tender conditions during the tender period and action will be initiated for black listing the bidder.

**BASIC INFORMATION TO THE BIDDER :**

1. **The bidder has to quote 01 cubic meter/KG cost and transportation charges should be mentioned separately on the e-procurement platform. However, both cost of cubic meter and transportation charges together will be considered for finalizing the L1 price.**
2. The Tenderer uploading his Tender would be deemed to have considered and accepted all the terms and conditions of Tender. No verbal or written enquiries shall be entertained in respect of acceptance or rejection of the Tender.
3. If the bidder gives deliberately wrong information to create conditions for acceptance of the tender, the Director-cum-VC., SVIMS., reserves the right to reject such tenders without assigning any reason. Not more than one tender will be submitted by one bidder for the same work. Legal action will be taken for furnishing wrong information.
4. The successful Tenderer shall be required to execute an agreement on sufficient value of non-judicial stamp paper in consultation with the Sub-Registrar concerned.
5. The successful Tenderer shall have to follow all the instructions given to him/them from time to time by the competent authority or person nominated by him.
6. The successful Tenderer shall maintain a register for the routine instructions.
7. The successful Tenderer shall be liable to pay compensation for any loss or damage caused to the property of the Institute under the contract.
8. The Successful Tenderer is responsible for any illegal activity of the employee done by him during his work / presence in the Institute / Hospital premises.
9. The successful Tenderer shall comply with all instructions/direction/rules and regulations of any statutory authority and discharge all obligations, imposed upon him by the statutory authorities or under any law and shall indemnify the Institute and officers/employees from any claim or consequences/damages for any lapse or non compliance thereof.
10. The successful Tenderer will be responsible for any accident or mishap or death of workers engaged by him and for payment of any claim made on this account and shall also indemnify the Institute from any claim in this regards.
11. The successful Tenderer and his worker shall abide by the rules and regulations of the Institute as well as directions/instructions issued by the Director-cum-VC., of Institute or on his behalf by the authorities from time to time and violation of which may result in cancellation of the contract.
12. In the event of infringement of any law by any of the workers engaged by the successful Tenderer, he shall be under obligation to change the worker immediately on the instruction of the Institute authorities.
13. All necessary requirements under the Explosive Act, 1884, Explosive Substances Act, 1908 and Drugs (Control) Act, 1950 for the performance of the contract if required will have to be arranged by the successful Tenderer. The Institute in no way will be responsible for any violation of these acts in case the Tenderer has the required certificate, under the provision of said Acts he may enclose the copy of the same with the Tender.
14. The Tenderer is suggested to carefully go through the terms and conditions of the document before offering his/their rates.
15. The commencing date will be mentioned in the Award of Contract / Award of License / Work Order etc., and the same will be treated as the period of contract / tenure.



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16. The bidders / successful bidder who are black listed elsewhere, but not revealed in the tender process or given any other wrong declaration and if it is found at a later date, the following penalties will be applicable” :

- a) If it is found during technical evaluation / before opening price bid :  
“the bid will be disqualified and the EMD amount will be forfeited”.
- b) If it is found after opening of price bid :  
“EMD amount and/or Security Deposit will be forfeited”
- c) If it is found during the period of License / contract / tenure :  
“Security Deposit and Advance Rent will be forfeited and action will be Initiated for black listing the firm / successful bidder / Awardee”.

17. TDS will be deducted as per Income Tax Act 1961, if applicable.

17. GST extra as per statutory rules of the Government from time to time.

18. The Tender Inviting Authority shall have irrevocable right to enter into parallel contract for the supply of Medical Gases with any other bidder as per the patient care requirements at any rate at his discretion.

19. All the bidders shall invariably upload the **clearly visible** scanned copies of Mandatory requirements in e-Procurement system and this will be the primary requirement to consider the bid responsive.

20. The related documents should be uploaded in the respective fields only. If uploaded in any other fields or areas and not traceable by SVIMS, it will be construed that the bidder has not uploaded the related document and SVIMS is not responsible for such lapse by the bidder and the same will be treated as non-submission of the said document.

21. GST is applicable and it should be shown separately provided in the column on the e-procurement platform. If GST is not mentioned separately, it will be added to the final quoted price.

22. Standards must be maintained as per the latest edition of Indian Pharmacopoeia (I.P).

### **TERMS & CONDITIONS OF THE CONTRACT:-**

1. The firm should hold all the valid manufacturing licenses for Medical Gases from the state Drug Controller as per the provision of Drugs and Cosmetic Act 1940 and Rules there under.
2. The bidder is responsible for supply of number of refilled Medical Gases cylinders to SVIMS, SPMC(W) H, Tirupati.
3. **The bidder has to quote 01 cubic meter/KG cost and transportation charges should be mentioned separately. However, both cost of cubic meter and transportation charges together will be considered for finalizing the L1 price.**

4. The Medical Gases Cylinders offered should not be obsolete/disuse for next 5 years, they should be supplied with proper applicable color code, clear marked, Cylinder Numbers, non-leaking etc. as per the standard statutory practices i.e IP-2010.
5. The bidder should confirm that the cylinders of Medial Gases (except CO<sub>2</sub>) to be supplied to SVIMS shall be brand new, non-leaking, properly refilled and is of latest technology and have facility for up gradation as per prevailing Standards. Regarding CO<sub>2</sub> gas, Institute having own cylinders and the contractor shall only re-fill the cylinders.
6. The bidder must supply Medical Grade Oxygen, Nitrous Oxide, Dry Nitrogen and Carbon Dioxide (CO<sub>2</sub>), in cylinders as per IP2010 (Indian Pharmacopoeia) standards.
7. The bidder should arrange to deliver filled up cylinders and collect empty cylinders from SVIMS/SPMCWH., Tirupati premises.
8. The bidder should have suitable arrangements for emergency supplies and also have round the clock service.
9. Proper steps should be taken by the vendor on cylinders safety, maintenance and arranging safety and operation training for manifold operator for its proper handling.
10. There should be proper Color coding for Oxygen, Nitrous Oxide, Dry Nitrogen and Carbon Dioxide cylinders.
11. The cylinders from the bidder side should have PROPER VALVE GUARD with anti-tamper sealing.
12. Bidder should have its own IP (Indian Pharmacopoeia) testing labs at their Medical Gases production facilities or should associated in any IP testing Lab (preferably within 300 KM radius of Tirupati).
13. It is desirable that the firm should comply Gas Cylinders Rules, 2004 and Explosives Act, 1884 (4 of 1884) as amended from time to time by an order issued by the Chief Controller; and required to be strictly complied by the Bidder Company.
14. Safety relief devices – Cylinders manufactured in India, if fitted with safety relief devices in their bodies, shall have such safety devices manufactured and maintained in accordance with IS:5903.
15. The firm should have in-house facility for regular testing of gases and should have full time chemist to operate the laboratory. The Cylinders should be supplied as per the norms of latest I.P.
16. The HOD of Anaesthesiology is having every right to inspect the quantity and quality of cylinders, gas purity, maintenance etc.

**17. MARKINGS ON VALVE** - Valves fitted to the cylinder shall be clearly and durably marked in accordance with the following provisions by stamping, engraving or similar processes:

1. Markings shall be so carried out and the letters and numerals used shall be of such shape and size that the marking is clear and easily readable and does not give place for misreading.
2. The specification of the valves; year and month or quarter of manufacture manufacturer's symbol;
3. Working pressure
4. The name or chemical symbol of the gas for which the valve is to be used;
5. The type of screw threads on the outlet, in case of left handed as (L.H.);
6. Inspector's stamp;
7. Where dip tubes are provided, special indications shall be given by a clear and durable marking on the valve or on a badge fixed between the valve and the cylinder and the total length in millimeter of the tube shall also be indicated.

**18. LABELLING OF CYLINDERS: –**

1. Every cylinder shall be labelled with the name of the gas and the name and address of the person by whom the cylinder was filled with gas.

2. A warning in the following terms shall be attached to every cylinder containing.

i) Permanent or liquefiable gas, namely: -"WARNING" Gas Cylinders, Rules, 2004

ii) Do not change the colour of this cylinder.

iii) This cylinder should not be filled with any gas other than the one it now contains.

iv) No flammable material should be stored in the close vicinity of this cylinder or in the same room in which it is kept.

v) No oil or similar lubricant should be used on the valves or other fittings of this cylinder.

vi) Please look for the next date of test, which is marked on a metal ring inserted between the valve and the neck of the cylinder, and if this date is over, do not accept the cylinder for filling.

**19. Marking on permanent and liquefiable gas cylinders:**

(1) Every cylinder shall be marked with the following markings, namely:-

- a. Manufacturer's, owner's and inspector's marking and rotation number (these markings shall be registered with the Chief Controller); specification to which the cylinder has been made;
- b. a symbol to indicate the nature of heat treatment given to the cylinder during manufacture or after repairs;
- c. The date of the last hydrostatic test or hydrostatic stretch test, as the case may be, with the code mark of recognised testing station where the test was carried out and the code mark shall be registered with the Chief Controller. In the case of liquefied petroleum gas cylinders, the quarter and the year of test shall be given as an additional marking in a neck or on a shoulder plate;
- d. working pressure and test pressure;
- e. tare weight-  
Explanation - In the case of liquefiable gas cylinders, tare weight shall include the weight of valve fitted to the cylinder.
- f. Water capacity.

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- (2) All the markings, except the manufacture's markings, which may be on the base, shall be stamped on the neck end of the cylinder. However, seamless cylinder having no foot ring or skirt shall be stamped with the manufacturer's marking on the neck end of the cylinder.
20. Successful tenderer would be bound to supply the gases even after completion of tenure on tender rates and as per the tender document/agreement till the next tender / fresh arrangement is finalized.
21. The delivery (Gases & Cylinders) should be made within 24 hours on the demand from the Institute without fail. Failure or delay in supply of life saving Medical Gases shall result in financial penalty of 25% of the cost of supply & will be applicable for each 24 hours of delay.
22. The rejected supply if any should be taken and replaced by the supplier within 24 hrs., without causing any interruption to the hospital services.
23. The firm should be able to submit the test report for each batch of supply, when asked for.
24. The firm should be strictly adhered to Quality control of gases.
25. Frequency of supply will be decided by the Institute and the supplier shall follow it.
26. The supply of Medical Gases should be available round the clock as and when required.
27. The firm should have adequate and efficient transport for supplying Medical gases. There should not be any interruption in supply.
28. Award of Contract will be placed on L1 firm. In case the "L1" firm, for any reasons is unable to comply with the statutory requirements within the stipulated time, the Award of Contract granted to him will be cancelled and the EMD., Security Deposit would be forfeited and the "L2" firm will be considered at the discretion of the Director-cum-VC., of SVIMS.
29. If the quantity and purity of the gas is not up to the standards, the TIA is having right to reject the supply or to cancel the agreement.
30. The HOD of Anaesthesiology is having every right to inspect the quantity and purity of the gas, quality of cylinders etc.
31. The payment will be made after the receipt of gases and completion of all formalities. No advance will be made.
32. In case of delay in supply beyond 24 hrs. , a penalty of 25% of the cost of supply will be applicable for each 24 hours of delay.
33. The firm in case of failure to collect the empty cylinders or refilling the cylinders forthwith, the agreement shall be cancelled without any further notice in the matter.
34. Firm should have separate tank and filling deck for Medical and Industrial cylinders to avoid any chance of contamination.
35. **As per the instructions of the APTS., Vijayawada, e-procurement fund (Corpus fund 0.04%) shall be paid by the L1 bidder through online and submit the payment details to the TIA.**

**I. TECHNICAL SPECIFICATION FOR O2, N2O AND N2 CYLINDERS**

Sl. No.	Name of gas required			Approximate requirement
1	Medical Oxygen in Bulk Cylinder-D (7.1 cum) as per IP -2010			4200 Nos.
2	Medical Oxygen in B Type Cylinder (1.43 cum) as per IP -2010			1450 Nos.
3	Medical Nitrous Oxide in Bulk Cylinder (17.1 Cum) as per IP -2010			120 Nos.
4	Nitrogen Gas in Bulk Cylinder (8.42 Cum), Nitrogen compressed, Colourless, Odourless, Non-inflammable, inert gas of the purity of 99.99%, H2O <2 ppm, O2<2 ppm, CO2 <0.1 ppm, Halocarbons < 500 ppt ( 8.42 Cum) as per IP-2010			10 Nos.
	Gas	Size	Water capacity (L)	Gas Volume (m <sup>3</sup> )
	Oxygen	D	47	7.1
	Oxygen	B	10	1.43
	N2O	D	47	17.1
	N2 Gas	D	Nitrogen compressed, Colourless, Odourless, Non-inflammable, inert gas of the purity of 99.99%, H2O <2 ppm, O2<2 ppm, CO2 <0.1 ppm, Halocarbons < 500 ppt ( 8.42 Cum) as per IP-2010	8.42

**II. TECHNICAL SPECIFICATIONS FOR CARBON DIOXIDE (CO2) AS PER IP -2010**

Sl. No.	CYLINDER SIZE IN KGs	GAS VOLUME IN KGs	WATER CAPACITY IN LTRs	NO. OF CYLINDERS REQUIRED APPX. PER YEAR
01	02	02	02	12
02	05	05	10	24
03	09	09	13.5	48
04	18	18	27	36
05	32	32	47	24
*** Institute having own cylinders and the contractor shall only re-fill the cylinders and quote the price accordingly				

**PROCEDURE FOR QUOTING THE PRICE :**

The bidder has to quote 01 cubic meter/KG cost and transportation charges should be mentioned separately on the e-procurement platform. However, both cost of cubic meter and transportation charges together will be considered for finalizing the L1 price.

**ON EVERY CYLINDER THE FOLLOWING DETAILS SHOULD BE AVAILABLE:**

- (on the cylinder or in the form of tag):
- 1) Manufacturing license no.
  - 2) Address of the firm.
  - 3) Date of last testing and due date of next testing.
  - 4) Manufacturing date and expiry date.
  - 5) Net content of the gas (mention in Cubic Meters only)
  - 6) MRP (incl. all taxes)
  - 7) Batch no.
  - 8) Latest Gas Cylinder Rules & Regulations.

**PAYMENT CONDITIONS :-**

- 1) The payment will be made within 30 days on monthly basis, subject to satisfactory supply during the month. No advance payment will be made.
- 2) Payment will be made after verification of the bill / invoice by the officer concerned.
- 3) The quoted price shall be FOR., SVIMS., Tirupati.

**Note:** The firms should quote the rate not higher than the rate quoted elsewhere. If the price of any item is reduced due to any reason during the validity of the tender, the reduced rates must be informed to the TIA. If SVIMS noticed the above from other sources, the Tender Inviting Authority shall be at liberty to take action against the bidder including termination of contract, forfeiture of Security Deposit etc.

**DISPUTE:-**

i) If any dispute or difference arises between the parties relating or concerning or to interpretation of the contract or any alleged breach thereof or any matter relating to the contract, the same shall be settled by the parties as far possible by mutual discussion and consultation between themselves, which are arisen during the subsistence of the contract or thereafter.

ii) In the event of any dispute or differences arises in connection with the contract arising out of this Tender whether during the subsistence of the contract or there after not being settled in aforesaid manner, the matter shall be referred to the Director-cum-VC., SVIMS., Tirupati or his nominee not below the rank of Deputy Director/Professor for arbitration whose decision shall be final and binding on both the parties. The proceedings before the arbitrator would be governed by the provision of the ARBITRATION AND CONCILIATION ACT, 1996.

iii) The courts at TIRUPATI shall have exclusive jurisdiction in all matters arises out of this Tender.

**SUB-CONTRACTING :-**

To whom the contract is awarded shall only execute the contract and letting of sub-contract is not allowed and will attract punishment including termination of contract, forfeiture the Security Deposit and payment of loss incurred to SVIMS due to termination of contract.

**INDEMNITY :-**

The bidder shall indemnify the SVIMS., against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution or in connection with the work of this contract and against any loss or damage to the hospital in consequence of any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract.

**DISCLOSURE OF INFORMATION:-**

The bidder has to abide that all knowledge and information not within the public domain which may be acquired during the carrying out of this contract, shall be for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the written permission of SVIMS.

**FORCE MAJEURE CLAUSE:-**

Any act of God, shall not disentitle the parties to this Agreement to terminate the Contract or claim damages. Whether an "act" will come within the purview of the "Act of God" or not will be decided by the SVIMS and its decision will be final.

**TERMINATION OF CONTRACT :-**

The terminations for failing to fulfill any of the terms and conditions of this contract are as below:

In case the successful Bidder back out after releasing the "Award of Contract" or fails to comply with the terms and conditions within the period, the bidder will be liable to make good the loss sustained by the Institute in addition to the penalty as under: -

- 1) The Tender Inviting Authority shall be entitled to approve any other bidder without notice to the successful bidder and to recover the extra cost thus involved from the successful bidder.
- 2) To cancel the contract.
- 3) To forfeit the EMD and / or Security Deposit to the extent of the loss incurred by the Institute, in the event of action being taken as above and if it falls short, the Tender Inviting Authority shall be at liberty to take action against the Bidder or by instituting a Civil Suit. In this regard, the bidder shall not be entitled to any gain.
- 4) Any under payment or indulgence in the financial lapse shall result in termination of contract without any notice whatsoever.

**INDULGENCE IN CORRUPT OR FRAUDULENT PRACTICES :-**

The Institute requires that the Bidder under this bid shall observe the highest standards of ethics during the procurement and execution of this contract. In pursuance of this policy, the terms set out are as follows:

- a) "Corrupt practice" means offering, giving, receiving or soliciting anything of value to influence the action of the public official in the execution of contract.
- b) "Fraudulent practice" means misrepresentation of facts in order to influence the execution of the contract to the detriment of the Institute, and it includes collusive practices among Bidders (prior to or after bid submission) designed to deprive the Institute of the benefits of free and open competition.
- c) The Institute will reject a proposal for award if it determines that the bidder recommended for award was engaged in corrupt or fraudulent practices in competing for this contract.
- d) The Institute will declare a firm ineligible, either indefinitely or for specified period of time, for award of the contract at any time during tendering or, contract period it determines that the firm was engaged in corrupt and fraudulent practices in competing for or in executing the contract.

**NOTICE PERIOD FOR ABANDONMENT OF CONTRACT :-**

Either party shall be entitled to abandon the contract after serving three months notice in writing to the other party regarding abandonment of contract. However, the successful tenderer who is handling the contract shall have to continue the work even after expiry of the notice period of three months till an alternative arrangement is made by the Institute. No compensation of claim in the event of such abandonment shall be admissible to the successful tenderer.

**ANNEXURE - 1**

**DECLARATION TO BE UPLOADED ON THE e-PROCUREMENT PLATFORM**

**(ON FIRM'S LETTER HEAD)**

Name of the Bidder :

Address of the Bidder :  
(To be filled in by the Bidder)

I/ We read all the terms & conditions of this tender and hereby agree to abide by all the terms and conditions of the tender. I/ We do hereby agree that I / We shall keep my / our offer open for a period of three (03) months from the date of opening of the tender. I / We shall abide by and give my / our acceptance to all the terms and conditions mentioned in this tender document and which are mentioned in the "Award of Contract" and shall execute an agreement in the prescribed form, in the event of my / our offer being accepted by SVIMS.

**Yours faithfully**

**Signature of the bidder with full address**  
(To be signed by an authorized signatory with  
full address of the bidder & seal)  
Cell No. \_\_\_\_\_



***SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES  
TTDs :: TIRUPATI***

**INFORMATION ABOUT THE BIDDER**

- 1) Name of the Firm / Bidder ::
- 2) Legal Entity ::  
(Company, Partnership,  
Proprietorship etc.)
- 3) Year of Establishment ::
- 4) Address of Registered Office ::
- 5) Name/s of the Owner/Partners ::
- 6) Land Phone nos. ::
- 7) Mobile Phone nos. ::
- 8) Email ID ::
- 9) Name of the person authorized to ::  
sign in all the documents  
(attach proof of authorization)
- 10) PAN card No. ::
- 11) GST Registration No. ::
- 12) Valid manufacturing license no. ::
- 13) Total number of vehicles of Liquid ::  
Oxygen transport tanks in possession  
and permission to ply on roads
- 14) E.M.D., Rs. \_\_\_\_\_ D.D. No. \_\_\_\_\_ & Date \_\_\_\_\_  
Drawn in favour of the Director, SVIMS., Tirupati payable at Tirupati

**PLACE ::**

**DATE ::**

**Signature of the bidder with full address**

(To be signed by an authorized signatory with  
full address of the bidder)

Cell No. \_\_\_\_\_