

TAMIL NADU MEDICAL SERVICES CORPORATION LIMITED

(A Government of Tamil Nadu Undertaking)

417, PANTHEON ROAD, EGMORE, CHENNAI – 600 008.

ISO 9001:2008 Certified Organisation

Phone: 28191890, 28190259 Fax No. 28190636

Ref.:No.810/GASES/RC/DMS/TNMSC/ENGG/2022

22.04.2022

**INVITATION FOR BIDS FOR FIXING RATE CONTRACT AND SUPPLY OF
CARBON-DI-OXIDE IN CYLINDERS TO VARIOUS INSTITUTIONS IN STATE
THIS INVITATION DULY SIGNED ON ALL PAGES SHOULD BE ATTACHED WITH
THE QUOTE**

From

The General Manager,
Tamil Nadu 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 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
and TNMSC website
www.tnmsc.tn.gov.in
at free of cost) |
| b) | Postal charges, inland | : | Rs.200/- (extra) |
| e) | Last date for sale of Bidding
Document | : | 05.05.2022 |
| f) | Last date and time for Receipt
of bids | : | 06.05.2022, 11.00 AM |
| g) | Time and date of Opening
of Technical bids | : | 06.05.2022, 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.
-

For and on behalf of the Head of the Institutions under the Directorate of Medical and Rural Health Services, Tamil Nadu Medical Services Corporation (TNMSC) invites bids in single cover system for supply of the Highly pure Carbon-di-oxide (> 99.5%) at Various Hospitals in Tamil Nadu on the rate contract basis. Industrial grade Co2 should not be used

1. Terms & Conditions

1. The Schedule of requirement is given below:-

Schedule No.	Description
I	Carbon-di-oxide in A type Cylinder

2. The Zone wise Districts and Hospitals is given at Annexure I.
3. The bidder shall quote for any one or more zones or all zones but should quote for all the districts covered in a particular Zone.
4. The rates should be quoted for all the 3 years (1st to 3rd year) without any omission. The bidders are permitted to quote their 3rd year rate alone with appropriate escalation.
5. Qualification Criteria:
- The bidder should be a manufacturer or refiller for Carbon-di-oxide gases.
 - The bidder as a manufacturer or refiller should have own refilling units in the state.
 - The bidder should have storage facility for the above gases in each district or nearby district to ensure supply at short notice.

- iv. The bidder should have experience of supplying the above to the Medical Institutions in the State of Tamil Nadu.
 - v. The bidder should have a manufacturing capacity of at least filling capacity of atleast 10 cylinders of A type equivalent cylinders per day certified by licensing authority/ chartered accountant.
 - vi. The annual sales turnover for the bidder should be at least Rs. 20 lakhs for Schedule in any one of the last three years (2018-2019 to 2020-2021), and certified by the Chartered Accountants.
 - vii. The bidder should have a cash/ credit limit of Rs. 5 lakhs for with their bankers exclusively for this contract and a certificate for the above shall be furnished by the bankers.
- 6. The vendor should supply the Carbon-di-oxide gas in cylinders and arrange to replace the empty cylinders with gas filled cylinders within 24 hours of receiving the indent.
 - 7. The D type cylinders for the bulk supply should be provided by the vendor at their own cost. The other Type cylinders will be provided by the hospital.
 - 8. The initial contract period for supply of the 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 kg for Carbon di oxide gas shall be quoted in the price bid format attached indicating the break up cost of Basic price, 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.1,00,000/- by means of Demand
Draft drawn in favor of "Tamil Nadu Medical Services

Corporation Limited, Chennai payable at Chennai.

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.

3.9 Domestic Enterprises (i.e., from Tamil Nadu) who is the manufacturer of the tendered product within the state and registered with MSME are eligible for EMD Exemption, otherwise not eligible.

4. **Validity of Bid:-**

The Bid shall remain valid for a period not less than 90 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 total price for one unit of the items covered in each schedule for 1st to 3rd year will be the basis for price evaluation.

- 5.7 Even though the L1 rate will be arrived at based on the above, the purchaser reserves the rights to compare the unit rate of individual item covered in each zone and negotiate with the L1 bidder.
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/DM&RHS and furnish a performance security for Rs. 5 lakhs 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 LOA. 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/DM&RHS, all dispute that arise in the contract shall be resolved only between the respective Heads of

Institution/DM&RHS 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 31.03.2021.
- h. Notarized statement of the Installed manufacturing capacity and storage capacity of the items quoted.
- i. Location and capacity of the storage system in the state.
- 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 Carbon-di-oxide to Various Govt, Institutions in the state of Tamil Nadu”** and bid should reach on or before **11.00 AM on 06.05.2022**. Late bids will not be accepted.
12. The Bid will be opened at **12.00 Noon on 06.05.2022** 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 Tamil Nadu Medical Services Corporation Ltd., on **30.04.2022 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 annul 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 purchaser's action and also finalize more than one bidder for each Zone at the L1 rate at its full Discretion.
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 extend all reasonable 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.

Managing Director

PRICE SCHEDULE
FORMAT A

I. For 1st and 2nd year

1	2	3	4	5	6			7	8
Sl.No	District	Schedule No.	Description	Unit	Price for each unit			Unit price (excluding GST) a+b+c per year	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)		
Zone 4									
1	Trichy	II	Carbon-di-oxide in A type Cylinder	Per kg					
2	Ariyalur	II	Carbon-di-oxide in A type Cylinder	Per kg					
3	Perambalur	II	Carbon-di-oxide in A type Cylinder	Per kg					
4	Pudukottai	II	Carbon-di-oxide in A type Cylinder	Per kg					
Zone 5									
1	Thanjavur	II	Carbon-di-oxide in A type Cylinder	Per kg					

2	Tiruvarur	II	Carbon-di-oxide in A type Cylinder	Per kg					
3	Myladuthurai	II	Carbon-di-oxide in A type Cylinder	Per kg					
4	Nagapattinam	II	Carbon-di-oxide in A type Cylinder	Per kg					

II. For 3rd year

1	2	3	4	5	6			7	8
Sl.No	District	Schedule No.	Description	Unit	Price for each unit			Unit price (excluding GST) a+b+c per year	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)		
Zone 4									
1	Trichy	II	Carbon-di-oxide in A type Cylinder	Per kg					
2	Ariyalur	II	Carbon-di-oxide in A type Cylinder	Per kg					
3	Perambalur	II	Carbon-di-oxide in A type Cylinder	Per kg					

4	Pudukottai	II	Carbon-di-oxide in A type Cylinder	Per kg					
Zone 5									
1	Thanjavur	II	Carbon-di-oxide in A type Cylinder	Per kg					
2	Tiruvarur	II	Carbon-di-oxide in A type Cylinder	Per kg					
3	Myladuthurai	II	Carbon-di-oxide in A type Cylinder	Per kg					
4	Nagapattinam	II	Carbon-di-oxide in A type Cylinder	Per kg					

Note:

- (a) The bidder should indicate the HSN code and applicable GST rate
- (b) The bidder should quote for the prices separately from column 6(a) to 6(c) and should not state “as inclusive” of all rate.

Place :

Signature of Bidder.....

Date :

Name

Business Address

FORMAT B

Summary of total cost for Highly pure Carbon-di-oxide in cylinders

1	2	3	4	5	6	7
Sl. No	Zone	Total price for one unit of the items covered in each schedule of all the districts in the Zone excluding GST (in Rs.)	Total price for one unit of the items covered in each schedule of all the districts in the Zone excluding GST (in Rs.)	Total price for one unit of the items covered in each schedule of all the districts in the Zone excluding GST (in Rs.)	Grand total for 3 years excluding GST (in Rs.)	Applicable GST (In %) per year
		For 1 st year	For 2 nd year	For 3 rd year		
1	Zone 4					
2	Zone 5					

Place :
Date :

Signature of Bidder.....
Name
Business Address

Annexure-I**I. Zone Wise Districts**

New Zone	District	No. of Hospitals
Zone 4 30 Hospitals	Trichy	10
	Ariyalur	3
	Perambalur	4
	Pudukottai	13
Zone 5 33 Hospitals	Thanjavur	14
	Tiruvarur	8
	Myladuthurai	5
	Nagapattinam	6
	Total	63

II. Zone Wise Hospitals

The bidder shall collect the empty cylinders from the identified Main Centre point of the respective hospitals and deliver the filled cylinders at the same centre.

List of Institutions under DM&RHS						Main Centre Point
Sl.No	New District	District	Name of the Institution	Type	Finalized Bed strength	
Zone 4						
1	Trichy	Trichy	Lalgudi	TK	139	Srirangam
2	Trichy	Trichy	Manapparai	HQRS	210	Manapparai
3	Trichy	Trichy	Mannachnallur	TK	50	Srirangam
4	Trichy	Trichy	Musiri	TK	68	Musiri
5	Trichy	Trichy	Omandur	NTK	54	Srirangam
6	Trichy	Trichy	Srirangam	TK	157	Srirangam
7	Trichy	Trichy	Thiruverumbur @ Thuvakudi	TK	60	Srirangam
8	Trichy	Trichy	Thottiam	TK	54	Musiri
9	Trichy	Trichy	Thuraiyur	TK	50	Musiri
10	Trichy	Trichy	Thuvarankurichi	TK	60	Manapparai
11	Ariyalur	Ariyalur	Jayamkondan	TK	182	Jayamkondan
12	Ariyalur	Ariyalur	Sendurai	TK	36	Jayamkondan
13	Ariyalur	Ariyalur	Udayarpalayam	TK	60	Jayamkondan
14	Perambalur	Perambalur	Karai	TK	60	Perambalur
15	Perambalur	Perambalur	Krishnapuram	TK	36	Perambalur
16	Perambalur	Perambalur	Perambalur	HQRS	477	Perambalur
17	Perambalur	Perambalur	Veppur	TK	36	Perambalur
18	Pudukkottai	Pudukkottai	Alangudy	TK	108	Aranthangi
19	Pudukkottai	Pudukkottai	Annavasal	NTK	52	Illuppur
20	Pudukkottai	Pudukkottai	Aranthangi	TK	225	Aranthangi
21	Pudukkottai	Pudukkottai	Avudaiarkoil	TK	32	Aranthangi
22	Pudukkottai	Pudukkottai	Gandarvakottai	TK	52	Illuppur
23	Pudukkottai	Pudukkottai	Illuppur	TK	109	Illuppur
24	Pudukkottai	Pudukkottai	Karambakudi	TK	36	Aranthangi

25	Pudukkottai	Pudukkottai	Keeranur	TK	56	Illuppur
26	Pudukkottai	Pudukkottai	Manamelkudy	TK	60	Aranthangi
27	Pudukkottai	Pudukkottai	Subramaniapuram	NTK	24	Aranthangi
28	Pudukkottai	Pudukkottai	Thirumayam	TK	60	Illuppur
29	Pudukkottai	Pudukkottai	Valayapatty	TK	52	Illuppur
30	Pudukkottai	Pudukkottai	Viralimalai	TK	60	Illuppur
	Zone 5					
1	Thanjavur	Thanjavur	Adiramapattinam	NTK	22	Pattukottai
2	Thanjavur	Thanjavur	Aduthurai	NTK	13	Kumbakonam
3	Thanjavur	Thanjavur	Ayyampettai	NTK	36	Kumbakonam
4	Thanjavur	Thanjavur	Boothalur	TK	60	Thiruvaiyaru
5	Thanjavur	Thanjavur	Kumbakonam	HQRS	774	Kumbakonam
6	Thanjavur	Thanjavur	Nachiarkoil	NTK	32	Kumbakonam
7	Thanjavur	Thanjavur	Orathanadu	TK	72	Pattukottai
8	Thanjavur	Thanjavur	Papanasam	TK	44	Kumbakonam
9	Thanjavur	Thanjavur	Pattukottai	TK	202	Pattukottai
10	Thanjavur	Thanjavur	Peravurani	TK	70	Pattukottai
11	Thanjavur	Thanjavur	Thirukattupalli	NTK	26	Thiruvaiyaru
12	Thanjavur	Thanjavur	Thiruvaiyaru	TK	44	Thiruvaiyaru
13	Thanjavur	Thanjavur	Tirupanandal	NTK	32	Kumbakonam
14	Thanjavur	Thanjavur	Tiruvidaimarudur	TK	36	Kumbakonam
15	Tiruvarur	Tiruvarur	Kodavasal	TK	56	Kodavasal
16	Tiruvarur	Tiruvarur	Koothanallur	NTK	12	Mannargudi
17	Tiruvarur	Tiruvarur	Mannargudi	HQRS	354	Mannargudi
18	Tiruvarur	Tiruvarur	Nannilam	TK	82	Kodavasal
19	Tiruvarur	Tiruvarur	Needamangalam	TK	32	Mannargudi
20	Tiruvarur	Tiruvarur	Tiruthuraiipoondi	TK	124	Mannargudi
21	Tiruvarur	Tiruvarur	Valangaiman	TK	32	Kodavasal
22	Tiruvarur	Tiruvarur	Vijayapuram	W&CH	40	Kodavasal
23	Mayiladuthurai	Nagapattinam	Kuthalam	TK	60	Mayiladuthurai
24	Mayiladuthurai	Nagapattinam	Mayiladuthurai	TK	612	Mayiladuthurai
25	Mayiladuthurai	Nagapattinam	Sirkazhi	TK	272	Mayiladuthurai
26	Mayiladuthurai	Nagapattinam	Tharangambadi	TK	32	Mayiladuthurai
27	Mayiladuthurai	Nagapattinam	Vaitheeswarankovil	NTK	24	Mayiladuthurai
28	Nagapattinam	Nagapattinam	Karuppambalam	NTK	26	Kilvelur
29	Nagapattinam	Nagapattinam	Kilvelur	TK	30	Kilvelur
30	Nagapattinam	Nagapattinam	Nagoor	NTK	30	Kilvelur
31	Nagapattinam	Nagapattinam	Porayaru	TK	54	Mayiladuthurai
32	Nagapattinam	Nagapattinam	Thirukuvalai	TK	20	Kilvelur
33	Nagapattinam	Nagapattinam	Vedaranyam	TK	83	Kilvelur

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:

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

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

.....

.....