



**NORTH DELHI MUNICIPAL CORPORATION
TENDER ENQUIRY FORM
Tender No.**

FOR BIENNIAL RATE CONTRACT 2022-2024 FOR SUPPLY OF VARIOUS TYPE OF MEDICAL GASES FOR MAJOR HOSPITALS - HINDU RAO HOSPITAL, RBIPMT HOSPITAL, MVID HOSPITAL, KASTURBA HOSPITAL, GIRDARI LAL HOSPITAL AND BALAK RAM HOSPITAL - OF NORTH DELHI MUNICIPAL CORPORATION.



**TENDER DOCUMENT WITH TERM & CONDITIONS AND ANNEXURES
Office of the Addl. DHA (ADMIN)
Health Department
NORTH DELHI MUNICIPAL CORPORATION, DELHI**

**Phone No. 23226201, 6213
MCD website: - <http://mcdonline.nic.in>**

NORTH DELHI MUNICIPAL CORPORATION
(HEALTH DEPARTMENT)

TENDER NUMBER –

E-tenders on two bid system (technical bid and financial bid.) are invited on behalf of the Commissioner, North Delhi Municipal Corporation, for the supplies of various types of medical gases and accessories for major Hospitals (Hindu Rao Hospital-832 bedded, RBIPMT Hospital & MVID Hospital-850 bedded, Kasturba Hospital-450 bedded, Girdhar Lal Hospital-97 bedded and Balak Ram Hospital-100 bedded of North Delhi Municipal Corporation) for biennial rate contract 2022-2024. The bidders are to provide LMO and cylinders till the point of manifold.

North Delhi Municipal Corporation
(Health Department)
Tender Enquiry and Terms & Conditions
FOR BIENNIAL RATE CONTRACT FOR MEDICAL GASES 2022-2024
Tender No.

Under the policy approved by the standing committee vide Resolution No. 142/Stg. Dated 13/8/97, and amended vide Resolution No 375 dated 27.8.2003 & 843 Dated 07.11.2008 & Resolution No. 256 dated 26.03.2019, tenders are invited from those firms which are registered with NSSIC/DGS&D/or DDG (store)/ Ministry of Health & Family Welfare / Railways / Defense / ESIC / GNCTD / in any of the three Municipal Corporations etc. for fixing the Rate, Contract and Agency on biennial basis for supply of various type of medical gases for major hospitals i.e. Hindu Rao Hospital, RBIPMT Hospital, MVID Hospital, Kasturba Hospital, Girdari Lal Hospital and Balak Ram Hospital under North Delhi Municipal Corporation for year 2022-2024 on the following terms and conditions:-

- a. The process of tendering will be done through e tendering as per standard e-tendering norms of North DMC. The complete Tender Document can be viewed / downloaded from Central Public Procurement Portal (eprocurement) i.e. etenders.gov.in free of cost from link on CPP-ETENDERS of Tender section of mcdonline.nic.in i.e. <https://mcdonline.nic.in/ndmcportal> and eprocurement portal <https://etenders.gov.in/eprocure/app>. The eprocurement system enables the Tenderers to download the Tender Schedule free of cost and then submit the bids online through this portal.
- b. It is mandatory for all the bidders to have Digital Signature Certificate from any of the approved licensed certifying agency to participate in e-Tendering of North DMC.
- c. It is mandatory for the bidders to get their firm/company registered with e-Tendering portal of North DMC, i.e. <https://mcdonline.nic.in/ndmcportal> and eprocurement portal <https://etenders.gov.in/eprocure/app>. to have valid and authorized user ID & password. Firms desirous of participating shall have to deposit Rs. 1500/- through online E payment mode as tender fee. Tenders will be opened in the office of Addl. DHA (Admin), 12th Floor, Dr. SPM Civic Centre, J.L.N. Marg, New Delhi -110002 as per schedule.
- d. North DMC may issue addendum(s)/corrigendum(s) to the Tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on Tender portal of mcdonline.nic.in i.e. <https://mcdonline.nic.in/ndmcportal/> and eprocurement portal <https://etenders.gov.in/eprocure/app> at any time before the closing date & time of tender. The bidders who have downloaded the Tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective registered bidders to check the website for any such corrigendum/addendum till the time of closing of tender and ensure that bid submitted by them are in accordance with all the corrigendum/addendums.

I. Purchase Through Open E-Tender

As a part of initiative in e-governance, erstwhile MCD had introduced e tendering in Health Department. The process of tendering will be done through e-tendering. Firms desirous of participating in e tendering should have a valid E- token/ Digital Signatures that is essential for participation. In case any firm desirous of participating in the tender process should get itself registered with North MCD (the process of registration with North MCD is mandatory). There after they can participate in the E-tendering process by obtaining E-token/Digital Signatures from any Govt. approved agency issuing such E-token (MCD/North MCD IT Vendors do not provide Digital Signatures). Prescribed tender along with terms and conditions, relevant Annexure & Inventory can only be downloaded for The tender forms with terms and conditions and list of the items, can be viewed and downloaded online on the <https://mcdonline.nic.in/ndmcportal/> and eprocurement portal

<https://etenders.gov.in/eprocure/app>. Firms desirous of participating shall have to deposit Rs.1500/- in through Mode of Payment towards Tender Document Fee (TDF) to be paid online through e-Payment mode via:

- i. National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement RTGS) / Tenderer requires download website generated challan available on e-tender website and make its payment through any of their Bank.
- ii. Internet Payment Gateway (Debit/ Credit Card/Net Banking).

Tenders will be opened in the office of Addl. DHA (Admin) 12th Floor, Dr, SPM Civic Center, and J.L.N. Marg New Delhi 110002 as per schedule.

Tender will be accepted under two bid system i.e. Technical Bid & Financial Bid.

A) Technical Bid.

Technical bid shall include copies of earnest Money, PAN, GST Registration Certificate/GST return receipt, Income Tax Returns for preceding 2 (Two) Years (Financial Year 2019-20 & 2020-21 i.e Assessment Year 2020-21 & 2021-2022) and copies of Registration with Govt. Agencies, Drug Licenses, Test Analysis Report, etc. Therefore in order to facilitate submission of tenders by the manufactures, firms participating in tender shall upload all the relevant Papers/Documents/Annexure/Technical-bid on the e-tendering site and also submit the Technical-bid along with copies of all essential documents etc. Documents with index should be submitted in spiral bound form in the office of **Addl. DHA (Admin), 12th Floor, Dr. SPM Civic Centre, JLN Marg, New Delhi-110002 on or before the scheduled date.** The details of documents to be submitted along with terms and conditions are given in the subsequent pages.

The entire Technical Bid should be uploaded on the e-tendering site as per templates/Annexure as given in the Tender document and also will be submitted in sealed envelope super scribed as: -

TECHNICAL –BID ENVELOPE NO 1 Tender for the Supply of MEDICAL GASES Tender No..... Due On Office of Addl. DHA (Admin) North Delhi Municipal Corporation 12 th Floor, S.P.M. Civic Center JLN Marg, New Delhi -110002
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I. (A) Technical Bid (ENVELOPE No.1) (Medical Gases)

Tenders are invited from manufacturers for supply of enlisted Medical Gases & other items mentioned in the inventory. The contract will be valid for 2 years from the date of award of contract and same can be extended twice for a period of 6 months each by the competent authority on already agreed terms and conditions of NIT or till the finalization of next tender or fresh arrangement whichever is earlier. Director Health Administration reserves the right to terminate contract at any stage if supplies and performance is found unsatisfactory on observation of user Department. Director Hospital Administration reserves the right to cancel the tender any time without assigning any reason.

TERMS AND CONDITIONS

Tender Fee:

1. Tender fee of Rs. 1500/- payable through:
 - i. National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement RTGS) /Tenderer requires download website generated Challan available on e-tender website and make its payment through any of their Bank.
 - ii. Internet Payment Gateway (Debit/ Credit Card/Net Banking).

2. Earnest money deposit (EMD) every tenderer will have to deposit an amount of Rs. 4,00,000/- (Rs. Four Lacs only) through:

- i. National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement RTGS) /Tenderer requires download website generated challan available on e-tender website and make its payment through any of their Bank.
- ii. Internet Payment Gateway (Debit/ Credit Card/Net Banking).

3. Forwarding letter as per Annexure I

4. Permanent Account Number and GST Registration Certificate/GST Return receipt of both the Manufacturer and the Distributer (if appointed) duly signed by authorized signatory.

5. Income Tax Return of the manufacturer and the Distributor (if appointed) for preceding 2 financial years (Financial Year 2019-20 & 2020-21 i.e Assessment Year 2020-21 & 2021-2022).

6 Certified copy of valid "Manufacturing License" from Food & Drugs Administration (F.D.A.)/ Drug Controller along with the list of products licensed to manufacture duly renewed up to date. If quoted items are being manufactured at different places, manufacturing license from respective F.D.A./Drug Controller should be enclosed. The firm must have manufactured the product quoted for more than past three years.

7 Certified copy of valid "Drug License" from Food & Drugs Administration/ Drug Controller along with the list of products licensed to manufacture duly renewed up to date. If quoted items are being manufactured at different places, manufacturing license from respective F.D.A./Drug Controller should be enclosed. The firm must have manufactured the product quoted for more than past three years.

8. Firm should have a valid license for storage, filling and cylinder testing and other requisite license if any issued by CCE Nagpur as statutory requirement. Certified copy of "Explosive License" from C.C.O.E/ P.E.S.O duly renewed up to date to be provided.

9. Tenders will be accepted from manufacturers only.

9.1 Participating firms have to be Nitrous Oxide manufacturer also. Documentary proof of same must be submitted. However, manufacturing firm can appoint distributor (Area-wise) for supply or can supply directly. Firm should have experience of more than Three (3) years as Medical Gas manufacturer & should have experience of supplying to at least three hospitals of more than 200 beds, out of which two should be Govt. institute/hospital and should furnish a Performance certificate (as per Performa) along with copy of supply orders from hospitals (Annexure No. II).

9.2 Installation and commissioning of Liquid Medical Oxygen tank and relevant certification to be provided by the firm.

9.3 There should be no revision of rate during contract period except changes in taxes whenever notified by Govt.

10. The contract will be valid for 2 years from the date of signing of agreement and same can be extended twice for a period of 6 months each by the competent authority. Rates once approved should remain in force for two (2) years from the date of finalization of tender (signing of the contract). Under exceptional circumstances North DMC can extend the validity of Rate, Contract for a specified period twice which shall normally be not more than six months each or till the next Rate Contract whichever is earlier. However till the finalization of new approved rates the supply shall be uninterrupted to the hospitals.

11. Manufacturing firm desirous of appointing distributor/s should mention its/their name and should also submit its/their GST registration certificate/GST return receipt, PAN card and Drug License. Change of distributor within the tender period will not be allowed (Annexure No. III).
12. Annual Turn Over of the firm participating in the tender should be at least Rs. 2 crore for each year for last three preceding financial years (Financial Year 2018-19, 2019-20 & 2020-21), duly certified by the Chartered Accountant (The certificate should bear the Stamp and Signatures of the CA). Copies of profit & loss account and balance sheets duly authenticated by a chartered Accountant for the last 2 (two) preceding financial years (Financial Year 2019-20 & 2020-21) should also be enclosed.
13. Certified copy of registration for supply of Medical Gases made under NSSIC/ DGS&D or D.D.G./D.A.D.G (Store) or ISO certificate 14001:2005, Ministry of Health & Family Welfare/ Defense/ Railways/ ESIC/ GNCTD etc. Firm to enclose copy of supply orders of comparable value, supplied to Govt. agencies including MCD for the current year in support of their claim.
14. WHO GMP/GMP License or other equipment Quality Certificate must be enclosed.
15. **Blacklisting:** The firm should submit an undertaking in the form of an affidavit on a valid Rs. 10/- stamp paper, duly certified by the notary stating that the firm has never been Debarred / Blacklisted or punished by any court for any criminal offence/breach of contract and that no Police/Vigilance Enquiry/Criminal case is pending in the past either by any State Government / Government of India / Autonomous body in connection with Manufacture / Distributorship and Supply of any of the Pharmaceutical Product(s). Details to be given as per Annexure Attached (Annexure V).
16. (A) Detail of Tenderer, including telephone no. Fax No. e-mail address as per (Annexure-IV).
(B) Detail of Authorized person (Bonafide officer/official of the firm) who has been duly authorized by the firm to correspond/enter into agreement/sign documents related to tender or any other transaction with North DMC during the period of contract (Annexure VI).

17. Agreement to be signed as per Annexure VII

- 17.1. In the event of selection of firm as L1, the agreement must be signed by the authorized signatory of the firm and Director Hospital Administration, within 15 days of award of offer of rate contract. If the firm fails to execute contract agreement within 15 days of award of offer it shall be liable for forfeiture of EMD by North DMC. No supply order will be issued by any DDO before signing of contract agreement. In case any supply is made without entering in to agreement, North DMC is not liable to make payments of such supplies received. If the firm fails to enter in to the agreement after selection as L1, it shall be lawful for the North Delhi Municipal Corporation to forfeit the EMD furnished by the firm.
- 17.2. If the firm fails or neglects to observe or perform any of its obligations under the contract, it shall be lawful for the North Delhi Municipal Corporation to forfeit the EMD furnished by the firm.
- 17.3. Non performance of contract agreement provisions will further disqualify him to participate in the tender and is likely to be debarred for next consecutive tenders of North DMC.
- 17.4. The successful bidder will be required to supply the items at the rate quoted and agreed upon during the extension of contract period and extension period can be twice for six months each.
- 17.5. No guarantee can be given regarding the minimum quantity of which will be drawn against this contract and the contractor will supply quantity as may be ordered by the D.D.O.

18. Supply Order-

- 18.1** After the rate contract is finalized and an agreement has been executed/entered into, the direct demanding officers of North Delhi Municipal Corporation can place the supply orders as per their demand within their allocated budget.
- 18.2** Supply orders will be placed during the contract period and will have to be accepted till the expiry of contract period.
- 18.3** Contractor is bound to supply any minimum/ maximum quantity demanded by the direct demanding officer, and part supply will be treated as non-supply till the full order is executed. Director Hospital Administration reserves the right to invite separate quotations to affect the purchase outside this contract in cases of any urgent demand.
- 18.4** In case supply is not received till 4.00 pm the hospital authorities will have the right to purchase the item from the open market and extra money spent due to rate difference plus cartage charges will be deducted from the performance security and/or EMD of the supplier.
- 18.5** The rejected supply if any should be taken and replaced by the supplier within the specified period, without causing any interruption to the hospital services.
- 18.6** Successful bidders would be bound to supply the gases even after completion of tenure on tender rates, terms and conditions till the next tender/fresh arrangement is finalized.
- 18.7** The firm should have adequate & efficient safe transport along with a depot in Delhi/NCR region in order to ensure timely supply of medical gases.
- 18.8** Vendor should provide desired medical oxygen bulk "D" type cylinder for the matrix of the manifold as a standby arrangement for liquid medical oxygen.

19. Security Deposit

In the event of tender being accepted, tenderer will have to furnish Performance 'Security deposit' @ 5% of the actual value of every supply order in the form of FDR/Bank guarantee to be mentioned as security deposited. This should be pledged in the name of Commissioner, North Delhi Municipal Corporation. When the contract ceases the pledge will be cancelled and security will be returned to the contractor. The security shall stand forfeited in the event of breach of any of the terms of contract by the contractor.

20. Fall Clause

- a. The rate(s) quoted by the Tenderer should not be higher than the rate quoted by him to any other Govt. Institutions/agencies within Govt. of NCT of Delhi during this contract period. . The rates quoted should be certified as the lowest quoted for any institution in Delhi/NCR in the last 2 years. If the price of any item is reduced due to any reasons during the validity of the tender he will intimate to this office the reduced rates immediately.
- b. If any time during the contract period, the contractor reduces the sale price, sells or offers to sell such stores, as are covered under the contract to any person/organization, including any Department of Central Govt./GNCT at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer to sale, to North DMC and the price payable under the contract for the supplies after this period will be reduced correspondingly.
- c. Any aberration by the firm regarding the above clause, will invite severe punitive action against the firm including de-registration and suspending business with the firm.

- d. The successful bidder will be required to supply the items at the rate quoted and agreed during the extension of contract period, which can be twice for six months each.
- 21. Delivery Period:** Delivery period will be 'As soon as Possible' but not later than 24 hours from the actual time of supply order/booking/requisition.

22. Procedure of supplies and risk purchase & Penalty for Non Supply

- a. Tenderer are bound to supply the store/manifold room during the validity of tender at the approved rates. The validity of the tender will be for the period of Two years from the date of award of the tender
- b. The DDOs mentioned in the schedule will send the order for Medical Gases by e-mail/telephonically or by self to the tenderer. In case the firm chooses to collect the supply order in person from the office of D.D.O., the same shall be issued only to authorized representative of the firm/Bonafide distributor.
- c. In case of failure to supply within 24 hrs a penalty @ 1% per day will be imposed, the maximum penalty should not exceed 6% of total value of orders. However, if no supply is made with 07 days from the date of supply order, the supply order shall be cancelled, subject to 6% penalty on total value of order. Extension can be granted for a period of one week on request in exceptional circumstances.
- d. If the rate contract holder is not in a position to supply the entire quantity intended, he will inform the DDO and also communicate the same to the DHA/Addl. DHA (Admin) by e-mail/telephonically immediately, followed by the letter under registered post within 7 days. Part supply will be treated as non supply & 6% penalty on total value of order will be deducted from other Unpaid Dues/Security Money/EMD of the firm.
- e. If there is failure to supply an item for 2 or more occasions of a particular item, the period of contract, the firm may be debarred to supply the said item for current tender period as well as next tender period.
- f. Condonation of supply, at discretion of D.H.A. subject to penalty @ 6% on total value of order to be deducted from other unpaid dues or Security (Money) deposit.
- g. The penalty will be charged by concerned DDO by deducting from the Bills or Security deposits, after confirmation from Director Hospital Administration. An extension of maximum of three weeks can be granted, if demand still exists, by competent authority and penalty shall be imposed upon during that period.
- h. In the event the firm fails to supply Medical Gases within stipulated period without valid reasons, the DDO shall be at liberty to purchase the said Drug/items from open market at the risk and cost of the erring firm. This will be in addition to the penalty imposed upon the firm as stated above. Tenderer must distinctly understand that they will not be allowed any increase over the rates quoted by them during the contract period. The rate revision may be considered only in case of imposition of duty or increase in tax by Govt., either Central or State and only after necessary legal documentary evidence is produced by the firm in support thereof. However, no supply of Medical Gases shall be stopped because of any reason during the contract period and if supply is stopped, the tenderer will be liable for risk purchase and penalty there under.
- i. The hospital reserves the right to make an alternative arrangement at risk and cost of the firm if it fails to deliver the Drug/Item.
- j. Decision of the Director Hospital Administration is final.

22. Terms of payment:

The effort will be made for making payment within 60 days after the receipt of bills following supply. No interest will be paid in case of delay. The registration no. of all the cylinders will have to be mentioned in the invoice.

23. Certificate on Bill/Challan

Every Challan should bear the following certificate:

- a. The product supplied under this bill/Challan is manufactured as per standards mentioned in Pharmacopoeia/ISA standard and the product is of standard quality. Manufacturer/Distributor is solely responsible for any defect and will bear the penalty as per the penalty clause.
- b. Certified that the firm supplying the item has not been debarred or blacklisted.

- c. HSN code mentioned on the Bill/Challan is correct.

24. Inspections:

- a. The successful rate contract holders having their factory within or outside Delhi state must give an undertaking, before entering into the agreement, that whenever necessary the representative of North DMC will be allowed to visit their factory.
- b. The tenderer should provide all facilities and co-operation to the visiting team constituted by Director Hospital Administration for inspection of the production site/manufacturing premises.

25. Change in constitution of firm.

Any change in pattern of ownership of the contracting firm has to be notified to The Commissioner North Delhi Municipal Corporation. Though this will not nullify the provisions of the contract but the contract will devolve on successor owner.

26. Notices:

All the notices/letters/supply orders, etc. intended to be served to tenderer will be deemed to have been served if sent by UPC/registered post/Speed Post or through e-mail at the address mentioned in the tender document.

27. Arbitration

- a. In the event of any dispute arising between the parties in relation to or under this agreement, shall be referred to the sole arbitration of Commissioner North Delhi Municipal Corporation or any person nominated by the Commissioner on his behalf. The award of the arbitrator shall be final, conclusive, and binding on all parties to this contract. The venue for the Arbitration shall be Delhi. The arbitration will be governed by the provisions of the Arbitration and Conciliation Act 1996 and its amendment till 2019. The cost of arbitration shall be equally borne by both the parties.
- b. Any letter, notice or other communications dispatched to the contractor through arbitration proceedings or otherwise whether through the Post Office or through a representative on the address last notified to the Corporation by the contractor shall be deemed to have been received by the contractor although returned with the remarks 'refused'; 'where about not known'; or words to the effect or for any other reasons whatsoever.
- c. It is further agreed that the award as and when made for an amount exceeding Rs.10000/- by the arbitrator shall be speaking award.
- d. It is further provided by the agreement that the party desiring to invoke arbitration clause shall distinctly specify the dispute to be determined through arbitration. Only disputes or dispute arising out of such disputes shall be referred to the arbitration as may be determined by the Commissioner or his nominee, as arising, as or of and relating to the contract for the fulfillment of contractual obligations.

28. Jurisdiction.

Only the Courts in Delhi shall have jurisdiction to try all disputes and matters arising out of and under this Agreement.

29. Saving Clause

No suit, prosecution or any legal proceedings shall lie against North DMC or any person for anything that is done in good faith or intended to be done in pursuance of tender.

30. Other Conditions

- a. In case of controlled goods by the Govt., the quotation must be sent subject to the controlled rates and other conditions and contractor will be paid at the controlled price or rates offered by the contractor whichever is less.
 - b. Painting, denting, Hydraulic testing of cylinders has to be carried out once a year/ as per requirement by the contractor at his own cost.
 - c. Painting, denting, Hydraulic testing and valve replacement charges of any new cylinder if required will be paid by user department.
 - d. Any dues or payment arising from the contract from contractor toward North DMC, where no specific time is laid down in terms and conditions will be paid by the contractor within a limit communicated to him.
 - e. The past performance of the contractor will be taken into consideration for award of rate contract
 - f. No additional document will be accepted after opening of Technical-bid.
 - g. The tenderer must certify that each and every page of the tender document have been serially numbered, signed and stamped by the tenderer.
 - h. Any conditional offer is liable to be rejected.
 - i. All conditions laid down in the tender document, bid advertisement, schedules, corrigendum/s, addendum/s etc. will be part of the tender.
31. Any false statement by the tenderer will make the tender invalid and contract awarded will stand terminated. Such tenderer shall also be liable for penal action including black listing.
32. In case of submission of incomplete/false documents, the technical bid shall be summarily rejected without any communication to the tenderer, with forfeiture of EMD along with other punitive measures.
33. If the rate quoted is unreasonably low as compared to production cost, the tender for that item is liable to be rejected.
34. The decision of technical board/expert committee/TEC &PEC will be binding for deciding Rate, Contract & Agency.
35. The decision of the Director Hospital Administration is final and binding. Director Hospital Administration, North DMC does not pledge herself/himself to accept the lowest or any tender and reserves right to split the quantity amongst the eligible tenderers and to relax any of the conditions of this tender. Director Hospital Administration reserves right to reject any or all tenders without assigning any reason/reasons.

CRITERIA FOR EVALUATION OF TECHNICAL BIDS

Envelope no 1 should contain the following documents as applicable for the group, in the order mentioned below:

Documents as required should be enclosed in the order in which they are mentioned. The documents should be spiral bound, duly page marked numerically and indexed.

1. Tender Fee of Rs. 1500/- payable through:
 - i. National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement RTGS) /Tenderer requires download website generated challan available on e-tender website and make its payment through any of their Bank.
 - ii. Internet Payment Gateway (Debit/ Credit Card/Net Banking).

2. Earnest Money deposit in the form of D.D. of Rs. 4,00,000/- (Rs. Four Lac only) payable through:
 - i. National Electronic Fund Transfer (NEFT) / Real-Time Gross Settlement RTGS) /Tenderer requires download website generated challan available on e-tender website and make its payment through any of their Bank.
 - ii. Internet Payment Gateway (Debit/ Credit Card/Net Banking).
3. Income Tax Return for the preceding 2 (Two) Financial years (Financial Year 2019-20 & 2020-21 i.e Assessment Year 2020-21 & 2021-2022) for the manufacturer and the Distributor.
4. PAN, GST Registration Certificate/GST return receipt.
5. Valid Drug license of each item quoted. (Highlighting each item quoted and each page should be signed & stamped by Drug Controller). Drug quoted should conform to I.P.
6. Valid Manufacturing License of each item quoted.
7. Valid explosive License of each item quoted. Documentary evidence of ISO/C.C.O.E./P.E.S.O certificate.
8. Forwarding Letter (Annexure-I)
9. Performance certificate as per Performa (Annexure-II).
10. WHO GMP/GMP certificate.
11. Authorization certificate for distributorship (Annexure-III)
12. Certificate of Annual turnover supported by audited balance sheet, audited profit and loss account for preceding three financial years (Financial Year 2018-19, 2019-20 & 2020-21) duly authenticated by a Chartered Accountant.
13. Registration with NSSIC/ DGS&D or D.D.G./D.A.D.G (Store) or ISO certificate 14001:2005, Ministry of Health & Family Welfare/ Defense/ Railways/ ESIC/ GNCTD etc.
14. Past Performance (Blacklisting): The firm should submit an undertaking that it has never been Debarred/ Blacklisted in the past either by any State Government/Government of India/Autonomous body in connection with Manufacture/Distributorship and Supply of any of the Pharmaceutical Product(s). Details to be given as per Annexure Attached (Annexure VII).
15. Details of Tenderer as per Annexure IV.
16. Particulars of the authorized person in Annexure VI.
17. Undertaking uninterrupted supply of gases will be maintained or else alternative arrangement will be made at own risk of the firm.
18. Participating vendors has to be nitrous oxide manufacture, submit the valid manufacturing license.

B) TECHNICAL REQUIRMENTS OF THE PRODUCT OFFERED

NORTH DELHI MUNICIPAL CORPORATION		
(HEALTH DEPARTMENT)		
LIST MEDICAL GASES FOR THE YEAR 2022-24		
GROUP -MEDICAL GASES		
Name of Item		Required Packing
1	Medical Oxygen (per cubic meter) <ol style="list-style-type: none"> i. Should be certified for medical use as per I.P. 2014. ii. Should not contain less than 99% V/V of Oxygen. iii. Should not contain more than 5PPM V/V of Carbon Monoxide. iv. Should not contain more than 300 PPM V/V of Carbon dioxide. v. Should be free of halogen & polymers. vi. Should be free of oxidizing substances. vii. Should be free of moisture. viii. Source of filling of medical oxygen should be LMO to avoid impurities. 	
2	Liquid Medical Oxygen (Per Kg) (as per requirement). Detail of specification will be as per Drug & Cosmetics Act, 1940 & rules there under.	
3	Nitrous Oxide (Kg) <ol style="list-style-type: none"> i. Should be certified for medical use (as an inhalation analgesic) as per I.P 2014. 	

	ii. Should of Nitrous Oxide manufacturing should be IP grade Ammonium Nitrate. iii. Should not contain less than 98% V/V of Nitrous Oxide in Liquid/gaseous phases. iv. Should not contain more than 300 PPM V/V of carbon dioxide. v. Should be free of hydrogen sulphide. vi. Should not contain more than 2PPM V/V of nitric oxide and nitrogen dioxide in both the liquid and gaseous phases. vii. Should be free of reducing substances. viii. Should be free of oxidizing substances. ix. Should be free of moisture as far as possible. x. Should have passed test for alkalinity, arsenic & phosgene.	
4	Painting, Denting, Hydraulic testing & Rate of pressure releasing value.	

1. The medical gases to be supplied should be pure and safe for human use. The firm should have fully fledged CCE approved lab with full time chemist to test each batch. Firm should furnish a certificate to this effect. All batches of medical Gases supplied by the firm must be accompanied by test report as applicable to the product in prescribed Performa, and should meet the latest I.P. standards.
2. The firm should have facility of testing trace impurities in PPM/PPB range of Co, No, Phosgene, Polymers, SO₂ and Argon etc. The facilities should be subject to scrutiny by the hospital authorities.
3. Installation of Liquid Medical Oxygen (LMO) tank/s of sufficient capacity adequate to cater for at least one week.
4. All cylinders supplied by the firm must strictly meet all regulatory requirement including filling norms as per gas cylinder rule 1981. The firm should provide a certificate to this effect.
5. Successful tenderer will also be responsible for the repair/testing/paintings of hospital cylinders. Quote the charge of all services in price bid.
 - a. If any repair/testing/paintings is due on hospital cylinders then the firm should inform in advance to the hospital, only then the same will be considered.
 - b. If any spare part is changed or any repair/testing/paintings done on hospital cylinders then the charges will be paid extra as per quotation plus GST at the rate approved by the Govt. on prior information.
 - c. The supplier should quote the rate of spare part testing and painting charges of bulk as well as all cylinders.
6. The firm shall have to agree to supply medical oxygen in the form of either liquid oxygen or compressed gases or both in cylinder as per requirement of the institution.
7. The firm selected shall have to install storage tank with suitable alarm kit for supplying liquid oxygen as per need of the institution free of charges. The installed tank shall remain the property of the firm. The capacity of the tank should be optimal as per requirement of the institution. While the institution shall be responsible for the basic upkeep of the tank, the firm has to obtain the license from C.C.O.E./P.E.S.O as per rules.
8. The vessel should be maintained in such a way to keep natural evaporation rate less than 2%. The bidders are required to specify the percentage of losses in their technical bid.
9. The tenderer should give an undertaking that if he fails to maintain standards of tank and cylinders/gases and if some mishap occurs, the supplier company shall be responsible for the same.

10. Firm should have separate tanks and filling decks for Medical Gases to avoid any chances to mix up which may be harmful to the patients. It is therefore essential that the firm must have separate identified cylinders for Medical & Industrial Oxygen gases. The source of supply of liquid Medical Oxygen used for filling into cylinders should be ISO certified. Medical Oxygen supplied in cylinders should be filled from liquid Medical Oxygen through Liquid pump to avoid contamination and moisture in the cylinder.
11. The firm should give an undertaking to the hospital that they will provide un-interrupted supply or else alternative arrangement will be made at risk and cost of that firm. Even in the case of emergencies the firm should be able to maintain un-interrupted supply of the Gases. Failure or delay in supply of life saving Medical Gases shall result in financial penalty/any other levies as decided by Medical Superintendent of the use Hospital.
12. Firm should undertake monthly conciliation for cylinder.
13. No security money will be paid for company owned cylinder.
14. Every cylinder should have a ring so as to know when the testing of cylinders was due.
15. Supply of Cylinders should be in the routine office hours i.e. 10.00 AM to 4.00 pm.
16. Any freight and cartage charges will be borne by the contractor for delivering the items.
17. The firm should take responsibility to maintain color code of all medical gases cylinders & LMO including those belonging to the hospital.
18. The firm shouldn't demand any other charges except as quoted in the price bid.
19. The firm should install the LMO tank/vessel & connect to the manifold pipeline. No installation and uprooting charges will be paid. The installation LMO vessel will be done on turnkey basis including requisite licenses if applicable.
20. The firm should ensure for refilling and supply of all type of categories of cylinders for medical gases (O₂, N₂O) in A,B & D/bulk etc.
21. The firm must provide the authenticated conversion table for its contents (Liquid oxygen) of LMO.
22. Cylinder should have company monogram printed on the cylinder. It should mention date of last testing & due date of next testing.
23. On site visit by vendor to assess existent site and space for LMO tank installation is preferable. Preference for LMO will be given to supplier using the available space.

C) FINANCIAL BID

- a. The entire financial bid shall be uploaded as per template given in the tender.
- b. All prices should be quoted in Indian rupees inclusive of all Government Taxes/Levies/Duties.
- c. All prices shall be including delivery of services at hospital premises /for destination for Drugs/items. Rates quoted should include Transportation/Freight charges at FOB.

- d. Prices shall remain firm and no increase will be allowed during entire period of contract. Conditional offers will not be accepted.
- e. Rates will be revised only if Govt./State Govt. duty is imposed or change subject to submission of documentary evidence.
- f. The technical bid will be opened first and tenderers will be short listed on the basis of the predetermined criteria listed hereinafter. The uploaded price bids of only short listed technically qualified tenderers will be opened. The rate contract will be made with the lowest bidder and if required negotiations can be made with eligible L-1.
- g. Each item should be quoted separately for evaluation purposes inclusive of all charges.
- h. In the price bid Nitrous Oxide cylinder A Type & D Type should be provided in per Kg

Financial bid will be opened only when technical bid is found in order, and approved by the Technical Board. The rate of the items/drugs will only be considered, if the Technical Board approves the same. Mere approval of technical bid does not indicate that the Technical Board has approved all items quoted. If any of the document, to be submitted is not attached or is incomplete no further opening of Financial bid will be done and tender will be liable for rejection without any correspondence in this regard.

Note: Technically successful bid does not necessarily mean all item quoted are technically approved for price consideration.

DIRECT DEMANDING OFFICER (D.D.O):

The following officers have been declared as Direct Demanding Officer (D.D.O). Their demand has to be delivered at the approved rates without any extra charges for conveyance, packing and delivery etc. in the premises of the institutions (Manifold Room) concerned:-

1. MS/HRH
2. MS/KH
3. Director/RBIPMT Hospital
4. MS/MVID Hospital
5. MS/GLM Hospital
6. MS/BRH

Director Hospital Administration,
NORHT DELHI MUNICIPAL CORPORATION

List of Document submitted:-

(A). IN ENVELOPE -I

S.No.	Document	Page No.
1	Annexure No. I- Forwarding letter	
2	Tender fees	
3	Earnest Money Deposit, No. & Date.	
4	Downloaded Tender Form	
CERTIFICATES OF MANUFACTURER		
5	PAN Certificate	
6	Income Tax Clearance Certificate duly certified by the CA for the last 2 (Two) Financial year (Financial Year 2019-20 & 2020-21 i.e Assessment Year 2019-20 & 2020-21)	
7	GST Registration Certificate/GST return receipt of the Company	
8	Manufacturing License with order of endorsement of each item	
9	Drug/Item License	
10	Annexure No. II – Performance Certificate	
11	WHO GMP/GMP Certificate as per revised schedule –M	
12	Explosive License	
13	Certificate of Annual Turnover duly certified by the CA for (Financial Year 2018-19, 2019-20 & 2020-21)	
14	Audited balance sheet	
15	Audited profit and loss account	
16	Certificate of Registration with NSSIC/ DGS&D or D.D.G./D.A.D.G (Store) or ISO certificate 14001:2005, Ministry of Health & Family Welfare/ Defense/ Railways/ ESIC/ GNCTD etc.	
17	Detail of Tender Annexure -IV	
18	Annexure No. V-Self Declaration (Blacklisting)	
19	Copy of agreement between Manufacturer & Distributor (if applicable)	
CERTIFICATE OF AUTHORIZED DISTRIBUTER		
20	Annexure No. III - Bonafide Distributor Certificate (Authority letter)	
21	Certificate of Annual Turnover duly certified by the CA for (Financial Year 2018-19, 2019-20 & 2020-21)	
22	Audited balance sheet	
23	Audited profit and loss account	
24	Copy of License for sale and distribution of items/Drugs	
25	Annexure No. V-Self Declaration (Blacklisting)	
26	Certificate of Registration with NSSIC/ DGS&D or D.D.G./D.A.D.G (Store) or ISO certificate 14001:2005, Ministry of Health & Family Welfare/ Defense/ Railways/ ESIC/ GNCTD etc.	
OTHERS CERTIFICATE TO BE ATTACHED		
27	CCOE/PESO Certification for Medial Gases	
28	Annexure No. VI- Particular of the authorized person in the format given	

Forwarding letter of the firm

From

To
Director Hospital Administration
North Delhi Municipal Corporation
12th Floor, Dr. Shyama Prasad Mukherjee Civic Centre,
Jawahar Lal Nehru Marg, New Delhi-110002.

Subject: Supply of Medical Gases at the quoted rate to **North Delhi Municipal Corporation**, Health Department for the period of 2 years from the date of agreement.

Sir,

I/We/am/are authorized signatories of M/s _____

I/We hereby undertake as follows:-

1. I/we hereby undertake to supply Medicals gases in areas specified by the Director Hospital Administration (DHA), North Delhi Municipal Corporation for the period of two years at the rates quoted by me/us and in the packing specified in the prescribed tender form. This is submitted herewith according to the instructions and the terms and conditions.
2. In case the contract is extended beyond 2 (Two) years by DHA, North Delhi Municipal Corporation, I/we agree to supply the Medical Gases. Rates once approved should remain in force for two (2) years from the date of finalization of tender (signing of the contract). Under exceptional circumstances North DMC can extend the validity of Rate, Contract for a specified period twice, which shall normally be not more than six months each or till the next Rate Contract whichever is earlier. However till the finalization of new approved rates the supply shall be uninterrupted to the hospitals. Other Terms and Conditions of agreement & NIT will remain unchanged.
3. The rates quoted against each item of Medical gases by me/us in the tender are inclusive of all taxes, packing, freight charges and duties payable during the contract period. Insurance of the goods, whenever required will be done with the Government insurance agency at my /our cost.
4. I/we understand that EMD submitted, on entering in to contract, is likely to be forfeited in the event of lapse on my/our part to comply with the terms and conditions of the tender and also on supplying items of substandard quality or if proven to have followed unscrupulous practices apart from liability of penal action for violating the law of the land.
5. I/we understand that EMD submitted is likely to be forfeited in the event of not entering in to contract agreement.
6. I/we have carefully read and understood the terms and condition to avoid any error, omission. I/we shall abide by these conditions. I/we will follow them very scrupulously.
7. I/we also take cognizance of the fact that failure to furnish the information called for by the Director hospital Administration, North Delhi Municipal Corporation or to comply with any laid down requirements under the terms and conditions will be considered as disqualification and may lead to tender rejection on that account.
8. I/we undertake to abide by the instructions issued by the Director, Hospital Administration, North Delhi Municipal Corporation from time to time.
9. I/we undertake to bear the cost of Bioavailability testing/testing for the quality of the product supplied whenever the Director Hospital Administration, North Delhi Municipal Corporation or any other authority acting on their behalf decides to do this testing during the contract period.
10. In case of my supply declared substandard by approved agency. I/we am/are liable for appropriate action including debarring/blacklisting.

11. The rate quoted by me/us will not be higher than the rate quoted by me/us to any Govt. Institution /Agency within govt. of NCT of Delhi during the contract period.
12. I/We agree to keep our tender valid for acceptance for 1 year from the date of opening of Price Bid. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period

I/we hereby undertake to abide by the terms and conditions of the contract modified from time to time and I/we have signed all the papers of terms and conditions and filled up prescribed Performa's given along with the tender.

Yours faithfully,

(Signature of tenderer with stamp)
(Authorized Signatory)

Rate Contract Medical Gases 2022-24

ANNEXURE II

(To be furnished along with the Technical document from at least three Hospitals of more than 200 beds out of which two should be Govt. Institutes/Hospitals along with copy of supply orders from Hospital.)

_____ (Name of the Hospital)

_____ (Address of the Hospital)

No. _____

Dated _____

PERFORMANCE CERTIFICATE

This is to certify that M/s _____ has been supplying the following Medical Gases at the Hospital premises.

(1)

(2)

(3)

(4)

(5)

M/s _____ is holding License (s) valid up to _____

under the Drug and Cosmetics Act, 1940 and rules there under, on the said address and that performance of the aforesaid manufacturer for the preceding three (3) years are satisfactory, and that:-

- i. During the preceding three (3) years there is no instance of suspension or cancellation of a part of a license issued to the manufacturer, in respect of any of the Drugs which are offered by the manufacturer in the tender mentioned below, on account of the Drug under tender being not of standard quality.
- ii. There is no instance wherein any of the Medical Gases manufactured/supplied by the manufacturer is reported to be spurious or adulterated.
- iii. No administrative action or prosecution is contemplated or launched against the manufacturer under the Drugs and Cosmetics Act, 1940 and rules there under in respect of any of the Drugs offered by him in the tender mentioned in paragraph (2) below.

This certificate is issued for the purpose of _____ Tender for the contract in respect of the Medical Gases.

**Signature, Name and Designation of the person
issuing the Certificate along with Stamp**

AUTHORITY LETTER

(Authority letter to be issued by the manufacturer for appointing Distributor/Dealer/Agent etc).

I/we the undersigned who is/are authorized signatory/signatories of the manufacturing firm
M/s _____
Address _____

do hereby Authorize M/s _____
Address _____

for supplying items/Drugs/collect the orders/raise the bills for the items manufactured by me/us under the tender
published by North Delhi Municipal Corporation vide its Tender No. _____ dated _____

I/we have not authorized any other distributor/agents/Dealer etc for this purpose.

I/we have gone through all the terms and conditions of the tender and will be binding on me/us and also on the
Distributor/Dealers/Agent M/s _____

_____ appointed by me/us during the whole contract period including extension period of
the said contract.

I/we hereby undertake that I/we shall not change our authorized distributor/agent/dealer as mentioned during the
period of contract including extension period.

Authorized Signatory of the Firm
(Rubber Stamp)

PROFORMA TO BE SUBMITTED ALONGWITH TENDER (IN ENVELOPE NO. 1)

Statement of particulars of Manufacturers/Distributors of Medical Gases
(Put a tick mark where applicable, write "N.A" where not applicable).

1. Name and address of the firm:
 - (a) Places of manufacture
(In case of firms having more than one place, mention the nearest).
 - (b) Registered Head Office, Postal address and
 - (c) Delhi Office address with Phone No. (if any).
 - (d) Total Annual Sales Turnover in the last financial year.
2. Whether the firm is Indian/Multinational
3.
 - (a) Is the firm registered under the Indian Companies act, 1913, Companies Act I of 1956 or any other act in force, if so, furnish certified Photostat copies of certificate of registration.
 - (b) In case of limited companies, furnish a copy of the Memorandum of Articles of Association.
In case of proprietorship/partnership firms name of Proprietor/Partners/Directors with addresses (in order of % of share).
4. Whether Small/ Medium / Large Scale Company
5. Ownership status of the firm (Delhi Govt./other State Govt./ Central Govt. / Joint sector/ Co-operative/SSI)
7. Name/Post of the Officer, address & Phone No. who should be contacted by this office in case of any urgent problem.
8. Particulars of Licenses held under Drugs & Cosmetic act and the details. (If the license is under renewal, certificate from the Drug controller that the license under renewal and deemed to be enforced) :
9. Location of other Drug manufacturing works/factory/factories owned by the firm (if any).
10. In case of manufacturing units:
 - a. Total number of whole time chemists
(Manufacturing/ Production/ Analysis/ Quality control).
 - b. Whether covered by ESI, if so state number of registration.
 - c. Are you registered under Factory Act?
11. Has the firm been convicted ever, if yes, give details:
12. Has the firm ever been debarred / blacklisted by any govt. hospital for poor quality and late supply of Drug? If yes, give details.

13. Fax No:

13. E-mail Address:

14. Name & Mobile No. of person/ Authorized Signatory to be contacted for this tender:-

I/we hereby declare that particulars furnished above are true to the best of my/our knowledge and belief that if any of the particulars is found to be materially and factually incorrect/misleading, my/our tender shall be liable to be rejected and I/we are liable for penal action as per term specified in the "terms and conditions of tender".

Date

**Full signature of the Tenderer
with official seal and address.**

Rate Contract Medical Gases 2023-24

SELF DECLARATION
(To be given by both Manufacturer/ Distributor)

To,
Director Hospital Administration
North Delhi Municipal Corporation
12th Floor, SPM Civic Centre,
J.L.N. Marg, New Delhi -110002.

Dear Sir,

This is to certify that our company has not been blacklisted either by any State Government/Government of India/ Autonomous body in connection with Manufacture/Distributorship and supply of any of the quoted tendered product(s).

Date:

Signature:

Place:

Name:

Designation:

Common Seal:

PARTICULARS OF AUTHORIZED PERSON

The firm must submit the details of the person, (Bonafide officer/official of the firm) who has been duly authorized by the firm to correspond/enter into agreement/sign documents related to tender or any other transaction with North DMC during the period of contract.

Attested
Photograph
of the
person
authorized

1. Name. :
2. Designation :
3. Name of the Firm :
4. Correspondence Address :
5. Telephone Number :
6. Fax Number :
7. Mobile Number :
8. E-mail Address. :
9. Signature of authorized person :

Signature of the Authorized Signatory

Note – In case the firm decides to authorize any other person, the firm should submit fresh details of the newly authorized person.

AGREEMENT

This agreement is made onday of.....between NORTH DELHI MUNICIPAL CORPORATION through Director Hospital Administration hereafter called the Corporation as first party and.....here after called the contractor as second party.

Contractor hereby agrees to the following terms and conditions:

1. After the acceptance of Rate and Agency by Director Hospital Administration, Direct demanding officers will place the orders and contractor will supply them at any place mentioned in the supply order with in municipal limits of Delhi.
2. In case the contract is extended beyond 2 (Two) years by DHA North Delhi Municipal Corporation, I / we agree to supply the Drugs / Items at the Rates finalized in the Rate Contract at the same Terms and Conditions.
3. Security deposit-In the event of tender being accepted, tenderer will have to furnish Security deposit @ 5% of the estimated value of supply orders in the form of FDR/Bank Guarantee to be mentioned as security deposited. This should be pledged in the name of Commissioner, North Delhi Municipal Corporation.
4. When the contract ceases the pledge will be cancelled and security will be returned to the contractor. The security shall stand forfeited in the event of breach of any of the terms of contract by the contractor.
5. **No guarantee** can be given regarding the minimum quantity, which will be drawn against this contract but the contractor will supply quantity as may be ordered by the D.D.O.
6. The supply of items will be accepted only if it is accompanied by Test report from Govt. approved Drug laboratory, in form 39, claiming it as of standard quality.
7. The supply is subject to the approval by person /board as authorized by Director Hospital Administration, who will have right to reject if it is not in accordance with the sample another specifications.
8. **Delivery Period**-The order has to be executed within **24 HOURS** of dispatch of supply order/booking/requisition dispatched by registered post. In case contractor fails to execute it with in stipulated time penalty @ of 1% per day will be imposed up to a maximum of 6%. Delivery period may be extended with prior approval of Director Hospital Administration up to a maximum period of three weeks, which will be permissible for extension. Penalty shall be imposed during this period.
9. The contractor shall ensure that the store ordered complies with the provision of The Drugs & Cosmetics Act, 1940 and rules made thereafter and are as per the specification given in the tender.
10. **Non supply**-
 - i. If the articles/items are not supplied by the scheduled date, as above, full or in part, the order in respect of the quantity not supplied is liable to be cancelled at the contractor's risk and expense. The extra expenditure thus incurred in procuring the supplies from elsewhere will be recoverable from contractor at the discretion of D.D.O. The recovery will be made from any of his bill pending in North DMC or earnest money and/or security deposits.
 - ii. In case of non supply order penalty of 6% on whole amount shall be deducted from unpaid dues.
 - iv. Part supply will be treated as non supply. 6% penalty on whole amount will be deducted from other unpaid dues/security money of the firm.
11. **Arbitration**-In the event of any dispute arising between the parties in relation to or under this agreement, shall be referred to the sole arbitration of Commissioner North Delhi Municipal Corporation or any person nominated by the Commissioner on his behalf. The award of the arbitrator shall be final, conclusive, and binding on all parties to this contract. The venue for the Arbitration shall be Delhi. The arbitration will be

governed by the provisions of the Arbitration and Conciliation Act 1996 and its amendment till 2019. The cost of arbitration shall be equally borne by both the parties.

Any letter, notice or other communications dispatched to the contractor through arbitration proceedings or otherwise whether through the Post Office or through any preventative on the address last notified to the Corporation by the contractor shall be deemed to have been received by the contractor although returned with the remarks – “refused” delivered, “where about not known” or words to the effect or for any other reasons whatsoever. It is further agreed that the award as and when made for an amount exceeding Rs.10, 000/- (Rs. Ten thousand only) by the arbitration shall be speaking award.

It is further provided by the agreement that the party desired to invoke arbitration clause shall distinctly specify the dispute through to be determined by arbitration. Only disputes or dispute out of such disputes shall be referred to the arbitration as may be determined by the Commissioner or his nominee as arising as or of and relating to the contract for the fulfillment of contractual obligations.

Jurisdiction clause- Only the Courts in Delhi shall have jurisdiction to try all disputes and matters arising out of and under this Agreement.

12. Furnishing of wrong information and false documents will make contractor liable to be debarred / blacklisted from participating in Municipal rate contract, even detected at after date.
14. If any supply made against the rate contract is declared “Not of Standard quality,” on test analysis from any Govt. approved Laboratory the contractor will be liable to replace the entire quantity or make full payment irrespective of the fact that a part or whole of the supply is consumed. Depending on the severity firm is liable to be de-barred for the current & next two years for that item. In case of major defect, firm is liable to be debarred for current & next two along with the necessary action as proposed by the Drug controller.
15. **Fall Clause-** The rate quoted by the Tenderer should not be higher than the rate quoted by him to other Govt. Institutions/agencies within Govt. of NCT of Delhi during this contract period.
16. If any time during the contract period, the contractor reduces the sale price, sells or offers to sell such stores, as are covered under the contract to any person/organization, including any Department of Central Govt. /GNCT at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer to sale, to North DMC and the price payable under the contract for the supplies after this period will be reduced correspondingly.
17. If the contractor commits, default of any of the terms and conditions of the agreement the corporation may in spite of previous waiver and in spite of any penalty imposed on the contractor, forfeit the whole or a part of security, deposited by the contractor, for the unsatisfactory performance of the terms and conditions of the agreement. The decision of the Director Hospital Administration shall be final and binding upon the contractor.

Contractor

Director Hospital Administration

Witness.....

Witness.....

**NORTH DELHI MUNICIPAL CORPORATION
(HEALTH DEPARTMENT)
SCHEDULE OF EVENTS**

- i. Tenders will not be received after the scheduled date and time.
- ii. In case of date of submission/opening of tender is declared a holiday, tenders will be received/opened on the next working day at the same time and place.
- iii. Eligible/interested bidders can obtain further information from the office of Addl. D.H.A. (Admin), North DMC, on any working day between 4.00 to 5.00 p.m. at 12th Floor, SPM Civic Centre, J.L.N.Marg, New Delhi.

Contact: Addl. DHA (Admin), Tel. No. 011-23226201, 23226213 & 23226252.

Template of Price Bid to be submitted online only

S.No.	Name of Item	Unit	Basic Cost per unit (Rs.)	Transportation Cost per unit (Rs.)	Loading/Unloading Charges per unit (Rs.)	Rate for L1 Calculation per unit = total of Basic Cost+ Transportation Cost+ Loading/Unloading Charges	GST on Basic Cost (%)	GST on Transportation (%)	GST on Loading/Unloading Charges (%)	Total price including GST (Rs.)
1	Medical Oxygen "D" type bulk	Per Cubic meter								
2	Medical Oxygen ("B" type)	Per Cubic meter								
3	Medical Oxygen ("A" type)	Per Cubic meter								
4	Liquid oxygen	Per Kg								
5	Nitrous oxide ("A" type)	Per Kg								
6	Nitrous oxide ("D" type)	Per Kg								
7	Painting, denting, Hydraulic testing	Each time								
8	Pressure releasing valve	Each								

Note:

1. GST and other Govt. of India taxes will not be part for L1 calculation.
2. Note: Price bid not to be submitted with technical bid