

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-08-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-08-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Labour And Employment
विभाग का नाम/Department Name	Employees State Insurance Corporation
संगठन का नाम/Organisation Name	Employees State Insurance Corporation
कार्यालय का नाम/Office Name	Esic Hospital Raipur Chhattisgarh
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :ms-raipur@esic.nic.in Buyer Email id: dr.ashish.kispotta@esic.gov.in
वस्तु श्रेणी /Item Category	Refilling of Medical Gases in Cylinders
अनुबंध अवधि /Contract Period	1 Year(s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
-------------------	----

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
-------------------	----

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15

सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100
---	-----

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
 - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
---	------------------------------

31-07-2026 10:00:00

MS CHAMBER ESIC HOSPITAL RAWABHATA RAIPUR CHHATTISGARH-493221

Refilling Of Medical Gases In Cylinders (1)**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Medical Gases	Compressed Medical Oxygen (CMO)
Type of Cylinder	A
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Cylinders	अतिरिक्त आवश्यकता /Additional Requirement
1	Kirshna Kumar Jha	493221,ESIC Hospital, Rawabhata, Raipur (C.G.)	1	N/A

Refilling Of Medical Gases In Cylinders (1)**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Medical Gases	Compressed Medical Oxygen (CMO)
Type of Cylinder	B
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Cylinders	अतिरिक्त आवश्यकता /Additional Requirement
1	Kirshna Kumar Jha	493221,ESIC Hospital, Rawabhata, Raipur (C.G.)	1	N/A

Refilling Of Medical Gases In Cylinders (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Medical Gases	Compressed Medical Oxygen (CMO)
Type of Cylinder	D
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Cylinders	अतिरिक्त आवश्यकता /Additional Requirement
1	Kirshna Kumar Jha	493221,ESIC Hospital, Rawabhata, Raipur (C.G.)	1	N/A

Refilling Of Medical Gases In Cylinders (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Medical Gases	Nitrous Oxide
Type of Cylinder	A
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Cylinders	अतिरिक्त आवश्यकता /Additional Requirement
1	Kirshna Kumar Jha	493221,ESIC Hospital, Rawabhata, Raipur (C.G.)	1	N/A

Refilling Of Medical Gases In Cylinders (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Medical Gases	Nitrous Oxide
Type of Cylinder	D
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Cylinders	अतिरिक्त आवश्यकता /Additional Requirement
1	Kirshna Kumar Jha	493221,ESIC Hospital, Rawabhata, Raipur (C.G.)	1	N/A

Refilling Of Medical Gases In Cylinders (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Medical Gases	Carbon dioxide
Type of Cylinder	D
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Cylinders	अतिरिक्त आवश्यकता /Additional Requirement
1	Kirshna Kumar Jha	493221,ESIC Hospital, Rawabhata, Raipur (C.G.)	1	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Technical Specifications for Medical Gases

1. Specification of Compressed Medical Oxygen

- Should be certified for medical use as per IP 2014
- Should not contain less than 99.6% v/v of Oxygen
- Should not contain more than 5 PPM v/v of CO
- Should not contain more than 300 PPM CO₂
- Should be free from Halogens and polymers
- Should be free from oxidizing substances
- Should be free from moisture
- Should be safe for human use
- Should not cause any damage to the material of cylinders, Gas pipeline, Anaesthesia machine and ventilators.

2. Specification of Medical Nitrous Oxide

- Should be certified for medical use as an inhalation analgesic as per IP 2014.
- Source of Nitrous Oxide manufacturing should be IP grade ammonium nitrate, if any alternate technology or manufacturing process is used the same to be specified and all inputs regarding quality insurance and probable impurities etc must be provided.
- Should not contain less than 98% v/v of nitrous oxide, both in liquid & gaseous phase.
- Should not contain more than 10ppm v/v of CO.
- Should be free of reducing substances and hydrogen sulphide.
- Should not contain more than 2ppm v/v of nitric oxide and nitrogen dioxide in both liquid and gaseous phases.
- Should be free of oxidizing substances.
- Each batch must have passed tests for alkalinity, arsenic, phosphates, and ammonia and other recommended test.
- Should not cause any damage to the material of cylinders, Gas Pipeline, Anaesthesia machine and ventilators.
- Certified Safe for Human Use.
- Absolutely free of moisture and other impurities.

3. Specification of Medical Carbon Di Oxide

- Should be food grade CO₂.
- Should be medical use and safe for Human Use.
- Should not cause any damage to the material of cylinders, Gas Pipeline, Anaesthesia machine and ventilators.

Terms and Conditions:

- 1. Bidder has to pick the empty cylinders of Medical Gases from designated place / department of ESIC Hospital Rawabhata Raipur Chhattisgarh on daily/ on order / on call of MS ESIC Hospital Rawabhata Raipur Chhattisgarh or the officer nominated by the MS ESIC Hospital Rawabhata Raipur Chhattisgarh and supply the refilled cylinder within maximum 24 hours of order or at earliest as per requirement.**
- 2. Bidder has to ensure compliance of gas cylinder rules 2016 or rules made thereafter and timely obtain necessary filling permissions from the chief controller of explosives under relevant rules while supplying the cylinders for filling of compressed gases.**
- 3. Bidder should have valid license for storage, filling of medical gases from statutory body (PESO), Govt. of India. (A Self attested copy of same is to be uploaded).**
- 4. Bidder should have separate tanks and filling decks in designated separate areas for medical gases and industrial gases to avoid any chance of mix up which may be harmful to the patients. It is therefore essential that they must have separate identified cylinders for medical and industrial oxygen and proper transport facility as per BOC guidelines.**
- 5. Every cylinder should have a ring with all desired details (date of refilling, type of Gas, Pressure, Due date for testing) as per BOC guidelines.**
- 6. All cylinders supplied by the bidder must strictly meet all regulatory requirements including filling norm as per latest rules of BOC.**
- 7. Rejected supply, if any, should be taken back and replaced by the bidder at their own cost within the specified period and without causing any interruption to the hospital services.**
- 8. Bidder shall have to supply the medical gases in the cylinders owned and maintained by them and also the cylinder owned by ESIC Hospital Rawabhata Raipur Chhattisgarh as per requirement round the clock in various patient care areas.**
- 9. Bidder is bound to supply medical gases to be used in the hospital during the validity of tender at the approved rates. If the price/GST as applicable of any item is reduced due to any reason during the validity of tender, the bidder will intimate the same to the hospital and reduce the rate immediately.**
- 10. In case if the bidder fails to supply the medical gas as per demand and as and when required the order will be liable to be cancelled and the security money/earnest money whichever is available at that time will be forfeited. The stores will be purchased from other sources or second lowest and extra expenditure incurred if any will be recoverable from the default bidder.**
- 11. Bidder must give an undertaking to the hospital that they will provide an uninterrupted supply of all gases in time and as per requirement including emergency situations.**
- 12. All cylinders should be properly painted as per respective color code, as per BOC guidelines. The cylinder serial number, Name of the company and contents should be clearly indicated on the neck of the cylinder.**
- 13. All the cylinders of medical gases should have:-**
Valve protection caps Valve with nickel plating only History card of the cylinder
- 14. As per Gas cylinder rules 1981 and rules made thereafter as amended from time to time, the bidder should give an undertaking that they are legally bound to supply the items which have been quoted in the tender as per the latest rule laid by the governing authority, failing which they will be liable to a cation as deemed fit.**
- 15. Bidder will be responsible for routine checkup and Repair /maintenance, testing & painting of cylinders and vessel including hospital own cylinders at no extra cost.**
- 16. If any damage caused by the bidder in the hospital own cylinder (including valve, spindle) the same should be rectified by the bidder at their cost. If it is unrepairable the cylinder should be replaced with new cylinder by the bidder.**
- 17. Bidder should ensure timely refilling and supply of all sizes of cylinders for the qualified medical gases (Oxygen, Nitrous oxide, Carbon Di oxide) i.e. in A, B, C and D/bulk type.**

18. Bidder should have efficient and safe transport to ensure timely supply of medical gases.

19. Successful bidder will be bound to supply the gases even after completion of tenure at tender rates, terms & conditions till the next tender/fresh arrangement is finalized.

20. Bidder must maintain adequate stock of gases/cylinders. In case of emergency situation bidder must maintain uninterrupted supply of gases.

21. The service is Pick & Drop service. The bidder has to pick empty cylinder & supply refilled cylinder. Rates offered by bidder include all service components. (Refilling with Pick & Drop).

22. In case of any emergency situation (Leakage, etc.) bidder must take necessary action/provide technical support to control/rectify the situation.

23. Purity reports have to be submitted at the time of supply and as and when requested by the hospital.

24. All the medical oxygen cylinders and other medical gases should be sealed with shrink fit seals and ensure all safety, health and environmental and quality concerns / rules as per applicable laws.

25. The refilling of the cylinders has to be done outside hospital premises.

26. In general, the cylinders have to be supplied during working hours of the hospital i.e. between 09 Am to 04 Pm (Monday to Friday) and 09 Am to 01 Pm (Saturday). In case of emergency round the clock supply should be ensured.

27. Price bid: Bidder should quote the unit rate for refilling of medical gases of respective type of cylinders without GST.

Name of Medical Gas	Required Type
Compressed Medical Oxygen	A (0.7 CUM)
Compressed Medical Oxygen	B (1.4 CUM)
Compressed Medical Oxygen	D (7 CUM)
Medical Nitrous Oxide	A (1700 LITRE)(3 KG)
Medical Nitrous Oxide	D (17000 LITRE)(28 KG)
Medical Carbon dioxide (30 kg)	D (30 KG)

28. The GST and other Govt duties will be paid as applicable.

29. Revision of Rates: There should not be any revision of rates during the contract unless anything is statutorily liable / imposed and duly notified by the Govt.

30. Period of Contract: The unit rate quoted in the bid shall be taken for rate contract. The contract will be valid for a period of one year from the date of finalization (date of signing of agreement by Medical Superintendent, ESIC Hospital Rawabhata Raipur Chhattisgarh) of the tender and it can be extended by the Medical Superintendent, ESIC Hospital Rawabhata Raipur Chhattisgarh on the same rate and terms & conditions on mutual agreement for one year. The Medical Superintendent reserves the right to terminate the contract at any stage if the supplies and or services are found unsatisfactory.

31. Place of Delivery: ESIC Hospital Rawabhata Raipur Chhattisgarh -493221

32. Bidder should provide the contact detail for the placement of supply order such as name of the contact person, designation along with email id and phone number. All the supply order will be sent to the particular email id only. If any change of email id should be intimated immediately.

33. ESIC can place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will not be affected beyond the validity period of the rate contract.

34. Successful bidder should sign a memorandum of understanding with ESIC Hospital Rawabhata Raipur Chhattisgarh for refilling and supply of medical gases under rate contract.

35. Bidder should submit duly signed Undertaking certificate as per Annexure-A annexed below.

36. PERFORMANCE SECURITY: The successful bidder shall have to submit a performance security of Rs. 10,000/- in the form of Insurance Surety bond/ Account payee Demand Draft/Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee (including e-Bank Guarantee) from a Commercial Bank or online payment in an acceptable form. Demand Draft should be in favour of ESIC Fund Account No.1 payable at Raipur. After award of contract, successful bidder to upload scanned copy of demand draft in place of PBG and has to ensure delivery of hard copy of original demand draft to buyer within 15 days of award of contract.

37. The performance security shall be valid for the duration of the contract period 1 year plus 2 months totally 14 months. In case of extension of the contract on mutual agreement the performance security must be extended.

38. On due performance and successful completion of the contract obligations as well as satisfactory performance report from user, the performance security shall be returned without any interest.

39. On unsatisfactory performance or violation of terms and conditions of the contract, will make the contractor liable for forfeiture of Performance security. The decision of competent authority will be final in this count.

40. RESPONSIBILITY FOR EXECUTING CONTRACT (RISK PURCHASE): Bidder shall not sublet, transfer; as sign the contract or any part thereof without the written permission of the Medical Superintendent. The bidder is entirely responsible for the execution of supply order in all respect in accordance with the terms & conditions as specified in the acceptance of tender. If the bidder fails in fulfilling terms & conditions of the tender, it is treated as breach of contract and the Medical Superintendent shall be entitled to make other arrangement at the risk and expense of the bidder.

41. On due performance and completion of the contract in all respects, the security deposit will be refunded to the bidder without any interest, on presentation of satisfactory performance report from the user unit. Security Deposit will be forfeited in case of unsatisfactory performance report.

42. Payment Terms: Payment should be made on Monthly basis. Bills to be submitted along with satisfactory report of user department. The stamped pre-receipted bill in triplicate in the name of Medical Superintendent, ESIC Hospital Rawabhata Raipur Chhattisgarh shall be submitted to the hospital along with a copy of the receipt showing delivery of goods ordered, obtained from store Incharge. Order number & date shall appear in all correspondence, delivery challans and invoices.

43. The payment shall be made through electronic mode only (RTGS/NEFT). Hence bank details to be submitted along with the bills. (Bank, Branch, A/c No., IFSC & MICR).to be submitted along with the bills. (Bank, Branch, A/c No., IFSC & MICR).

44. Force majeure clause.

a. The contractor shall not be liable for, forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an even of Force Majeure.

b. For purpose of this clause, "Force Majeure" means an event beyond the control the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to war, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

c. If a Force Majeure situation arises, the bidder shall promptly notify the Medical Superintendent, ESIC Hospital Rawabhata Raipur Chhattisgarh in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the bidder shall continue to perform its obligations under

the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

45. Arbitration:-

Any dispute and differences relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter of thing whatsoever in any way arising out

of or relating to the contract, designs, drawings, Specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution failure to execute the same whether arising during the progress of the work or after the completion abandonment thereof in respect of which amicable settlement has not been reached, shall be referred to the Sole Arbitration of the Arbitrator appointed by Medical Superintendent ESIC Hospital Rawabhata Raipur Chhattisgarh who shall proceed as per the Arbitration Act, 1996 (as amended as rules framed there under) Jurisdiction of Raipur.

a. The work under the contract shall continue, during the Arbitration proceedings.

b. The award of the Arbitrator shall be final, conclusive and binding on both the parties.

46. "If the bidder/contractor/supplier/seller or any employee of the bidder/contractor/supplier/seller or any person acting on behalf of the bidder/contractor/supplier/seller, either directly or indirectly, is a relative of any of the officers/officials (regular/contractual) of Employees' State Insurance Corporation (ESIC), or alternatively, if any relative of an officer/official of ESIC has financial interest/stake in the bidder's/contractor's/supplier's/seller's firm, the same shall be disclosed by the bidder/contractor/supplier/seller at the time of filing of the tender/participation in the procurement process. Failure to disclose this information shall result in cancellation of the bidder's participation"

47. Estimated Cost:-

Name of Medical Gas	Required Type	Per unit Estimated Cost include all service components (Refilling With pick & drop)	Estimated cost of Refilling Quantity for One year.
Compressed Medical Oxygen	A (0.7 CUM)	Rs.240/-	Rs.4800/-
Compressed Medical Oxygen	B (1.4 CUM)	Rs.250/-	Rs.62500/-

Compressed Medical Oxygen	D (7 CUM)	Rs.350/-	Rs.67200/-
Medical Nitrous Oxide	A (1700 LITRE) (3 KG)	Rs.1650/-	Rs.33000/-
Medical Nitrous Oxide	D (17000 LITRE) (28 KG)	Rs.9600/-	Rs.192000/-
Medical Carbon dioxide (30 kg)	D (30 KG)	Rs.1420/-	Rs.14200/-
			Total Rs.373700/-

UNDERTAKING CERTIFICATE

(On Non-Judicial stamp paper of Rs.100/-)

To

The Medical Superintendent,

ESIC Hospital Rawabhata Raipur Chhattisgarh-493221.

Respected Madam, /Sir,

1. The undersigned certifies that / we have gone through the terms and conditions mentioned in the tender document including annexure & same are acceptable to me/ us and I/we undertake to comply with them. The rates quoted by me/us are valid and binding on me/us for acceptance for the period of one year from date of finalizing the tender and extendable to one year.
2. It is certified that rates quoted are the lowest quoted by me/ us for any other Institution/Hospital in India. I/We further undertake that in case there is any down-ward revision, the same will be passed on to the Medical Superintendent, ESIC Hospital Rawabhata Raipur Chhattisgarh from the effective date during the currency of the contract and in case of failure to do so I/we are liable to be debarred from future ESIC Tender enquiry for a further period of two years along with forfeiting the security deposit.
3. I/We give the rights to Medical Superintendent, ESIC Hospital Rawabhata Raipur Chhattisgarh to forfeit the Security Deposit submitted by me/us if any delay occurs on my/ our part or fails to supply the article at the appointed place and time and of the desired specification.
4. I/We hereby undertake to the hospital that my / our firm will provide an uninterrupted supply of all type of medical gases during emergencies, throughout the contract period or till finalization of fresh tender, whichever is later as per requirement & specifications (As per BOC guidelines).
5. I/We hereby undertake that there is no vigilance/CBI case or court case pending against the my/our firm. In case, it shall be replaced by me/us in time as asked for, to prevent any inconvenience, at my/our own expenses.

7. I/we hereby undertake to supply the items as per directions given in supply order within the stipulated period.

8. I/we understand that Medical Superintendent, ESIC Hospital Rawabhata Raipur Chhattisgarh, has the right to accept or reject any or all the tenders in part or full without assigning any reasons (s) thereof.

Date

Place

Signature of the Bidder

Full Name

Designation

Address

(Office seal of the bidder)

3. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.

11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms

of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---