

CONSULATE GENERAL OF INDIA, JEDDAH

**NOTICE INVITING TENDER FOR PROCUREMENT OF OXYGEN
GAS FOR HOSPITALS SET UP BY INDIAN HAJ PILGRIMS'
OFFICE AT MAKKAH DURING HAJ 2023**

No. Jed/Haj/118/58/2023

Dated: 18.04.2023

Sealed Tenders/Quotations are invited from interested and eligible service providers for supply and refilling of oxygen gas cylinders of different volumes at the hospitals set up by the Indian Haj Pilgrims' Offices at Makkah during Haj 2023.

2. Interested companies may submit their proposal **as detailed in the Tender Document available** to Consul (Haj), Consulate General of India, Villa No. 34, Behind National Commercial Bank, Tahaliya Street, P.O.Box No. 952, Jeddah-21421 (Telephone No. 6639351) by **10th May, 2023 till 17:00 hrs.**

3. Further details in respect of the Tender are available at www.cgijeddah.gov.in & on <https://eprocure.gov.in/eprocure/app>.

Consulate General of India, Jeddah

No. Jed/Haj/118/58/2023

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Tender Document for procurement of Oxygen gas for hospitals set up by Indian Haj Pilgrims' Offices at Makkah during Haj 2023

Brief of the work: Consulate General of India, Jeddah invites sealed quotations from the eligible and interested bidders in the field of supply and refilling of various types of medical gases in the Kingdom of Saudi Arabia for:

Description of work	Location	Estimated cost of work (exclusive VAT) in SR.	Earnest Money in SR.	Quoted price/cylinder (SR) (Exclusive VAT)
Refilling of cylinder of volume 40 litres	Makkah	25,000	1250	As per the format described in para 9 (b) below
Refilling of cylinder of volume 10 litres				
Refilling of cylinder of volume 3-5 litres				
Painting/Hydraulic testing of cylinder				
Valve checking/replacement of cylinders				

- The bidder is advised to quote the price maximum of the 05% of the estimated rate (excluding VAT). (Estimate of tender is primarily based on local prevailing rates (excluding VAT).
- The company or successful bidder should ensure that the rates quoted against each type of cylinder refill should be inclusive of all freight charges, packing and other incidentals and no other additional charges should be charged in addition to the above.

Other requirements:

- a. Each time refilling of cylinders is to be accompanied by hydraulic testing of cylinders as well as proper check of cylinder valves and if required, the same is to be replaced.
- b. Request of refilling the empty cylinders will be communicated to the company or successful bidder as and when required by the Hospitals.
- c. The company/successful bidder should undertake the cost of bioavailability testing/testing for the quality of the product supplied whenever Indian Haj Pilgrims' office decides to do this testing during the contract period.
- e. In case of supply declared substandard, the office may take suitable penal action.
- f. The company/successful bidder should give an undertaking to the office that they will provide uninterrupted supply or else alternative arrangement will be made at risk and cost of the supplier. Even in the case of emergencies the firm should be able to maintain uninterrupted supply of oxygen. Failure or delay in the supply of the gas shall result in financial/penal liabilities.

2. Critical dates:

S.No.	Particulars	Date	Time
a.	Tender publishing date	18.04.2023	--
b.	Bid submission start date	19.04.2023	0900 hrs
c.	Bid submission end date	10.05.2023	1700 hrs
d.	Start date for seeking clarification	Immediate after publishing	
e.	Last date for seeking clarification	09.05.2023	1700 hrs.

f.	Pre-Bid Meeting date	20.04.2023	1500 hrs.
g.	Bid opening date	11.05.2023	1300 hrs.

2.1 Auto extension of critical dates: If number of bids received is found to be less than 03 (three) on the end date of bid submission, then the last date of bid submission and bid opening date of the Tender will be automatically extended for a period of 03 (three) days ending at 17.00 hrs. The auto extension shall work on the basis of number of bids received only.

2.2 If any of the above extended dates falls on a Holiday i.e. a non-working day then the same is to be rescheduled to the next working day.

2.3 This extension will be also applicable in case of receipt of zero bid.

2.4 After extension, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender, even less than 3.

3. Earnest Money Deposit (EMD): The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of **05%** the estimated value of tender as shown in Para 1. Any Bid not accompanied by an acceptable Bid Security/EMD shall be summarily rejected by the Consulate as non-responsive. The bid security/EMD, of the successful bidder may be retained and adjusted with performance security/security deposit.

3.1 The Bid Security/Earnest Money may be forfeited:

(a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity.

OR

(b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:

(i) sign the Agreement; OR

(ii) Furnish the required Performance Security/ Security Deposit.

3.2 Additionally, the Consulate shall ban such defaulting contractor from participating in future tenders of the Consulate for a period of minimum one year.

3.3 The Bid Security/EMD deposited with the Consulate will not carry any interest.

3.4 The Earnest Money/ Bid Security deposited shall be discharged when the successful Bidder has signed the Agreement and furnished the required Performance Security. The bid security deposited may be adjusted against the Performance security at bidder's choice.

4. **Refund of EMD:** If EMD is paid by the bidder then the EMD of rejected bidders will be refunded at any stage (except the cases where EMD is to be forfeited).

4.1 In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the Consulate.

4.2 If the bidder withdraws his/her bid (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.

4.3 At the option of the Bidder, the EMD of successful Bidder (on the Award of Contract) will be retained by the Consulate and will be adjusted to Performance Security Deposit.

5. **Performance Security/Security Deposit:** Performance Security to be submitted at the award of work should be **05%** of the contract amount and should be submitted by the successful bidder within 15 days of issuance of work order by the Consulate in the form of Bank Guarantee. **It should remain valid for a period of sixty days beyond the date of completion of the work.**

5.1 **Refund of Performance Security:** The refund of security deposit shall be subject to Consulate's right to deduct/appropriate its due against the successful bidder.

6. **Pre-Bid Meeting:** The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may

be raised at that stage regarding Tender. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder and it shall be presumed that the bidder does not require any clarification. The pre-bid meeting shall be held in Consulate General of India, Jeddah on the scheduled date & time. The bidder may also seek clarification over phone within the specified period.

7. **Eligibility of the bidder:** The invitation for bid is open to all bidders including an individual, proprietorship firm, and partnership firm, company, registered with the Chamber of Commerce/Zakat, Tax and Customs Authority (ZATCA)/**appropriate licensing authority of the Kingdom of Saudi Arabia in the (cooked) food supply field.**

8. **General Essential Requirements:**

a. In order to qualify in the tender, the Bidders have to accept all the Terms and Conditions of the Tender Document unconditionally. The tenderer shall closely study the Tender Document.

b. The bidder shall be responsible for any default, lapse or penalty imposed by the local authority pertaining to the quality, quantity and any other issues related to the supply of oxygen gas.

c. Indian Haj Pilgrims' Office shall not be responsible for any lapse on the part of bidder and the bidder shall be responsible if any person gets sick or any casualty either because of any food or any other item provided by the bidder.

d. If the food items supplied or found to be stored on inspection by the office is of sub-standard quality/expired items or unwholesome quality, suitable penalty or penal action may be initiated by the Consulate General of India, Jeddah.

8.1 Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm. **A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.**

8.2 The successful Bidder will be expected to complete the Work(s) by the Intended Completion period specified in the Tender document.

9. **Submission of bid:** Technical and Financial bids must be submitted in two separate sealed envelopes with "Technical Bid" & "Financial Bid" clearly mentioned on the envelopes.

a. **Technical Bid:** Technical bid (in a sealed envelope) consisting of following documents/details:

- The bidder should submit the registration certificate with the concerned licensing authority
- Profile of the company reflecting experience in the field of Medical gases services
- Details of the medical gases infrastructure of the bidder's company

b. **Financial bid:** The financial bid containing the Bill of Quantity should be quoted by the bidder in the following format. **The rates quoted by the bidder should be exclusive of VAT. The financial bid which is incomplete and not submitted as per instruction given in this document is liable for rejection.** The unit rates and prices shall be quoted by the Bidder entirely in Saudi Riyals only as under:

Place	Location	Quoted price/cylinder (SR) (Exclusive VAT)	Quantity
Makkah	40 Bedded hospital, 30 Bedded Hospital, 10 bedded Hospital at Aziziya & Indian Haj Pilgrim's Office, Batha Quresh, Makkah	a. Refilling of cylinder of volume 40 litres:.....SR b. Refilling of cylinder of volume 10 litres:.....SR c. Refilling of cylinder of volume 5 litres:.....SR d. Refilling of cylinder of volume 3 litres:.....SR e. Painting & Hydraulic testing of each cylinder:.....SR f. Valve checking & its replacement/cylinder:...SR	As and when requested by the Hospital (will depend upon the patients' occupancy)

10. Opening of bids:

a) A Tender Evaluation Committee of the Consulate General of India, Jeddah will open the bids on 11.05.2023 at the Consulate. Representatives of the bidders may attend the bid opening.

b) **In case of more than one company quoting the same L1 rate, those companies will be asked to resubmit financial bids (only rates lower than the original quote will be entertained) for those items in a sealed envelope by 13.05.2023 (17:00 hrs).**

10.1 Decision of L1 bidder & Issue of work order: The L1 bidder will be decided item-wise and not of overall Bid Value. The ranking of the bidders will be decided based on rates quoted by the bidders, item-wise excluding VAT. **If L1 bidder backs out, the bidder will be debarred from participating in tenders floated by the Consulate General of India, Jeddah for minimum one (1) year.**

10.2 In case the L1 Bidder is rejected due to noncompliance of the stipulated conditions in this document then the L-2 Bidder will become L-1 Bidder.

10.3 The approval for award of work to L-1 Bidder will be accorded by the Competent Authority. Only after such approval, the Letter of Acceptance/Work order to the L-1 Bidder will be issued.

10.4 On receipt of Letter of Acceptance (LOA)/Work Order of the tender issued by the Consulate, the successful tenderer shall execute the contract agreement within 7 days. **Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order.** In addition, the Consulate may debar the bidder from participating in future bids for at least 12 months.

11. Bid Validity: The validity period of the tenders shall be from the date of issue of work order to the end of Haj Season i.e. 15th Muharram 1445 H (corresponding to Gregorian 02.08.2023). **The tenderer shall not, during the said period, revoke or cancel the tender or alter the tender or any terms/conditions thereof.** In

case the tenderer violates to abide by this, the Consulate will be entitled to take suitable action.

12. **Contract Agreement Document (s)**: This Tender Document shall be deemed to be part of the Contract Agreement.

13. **Sub-letting of work**: No subletting of work by the successful bidder is permissible. Subletting of work is only permissible with the prior approval of the Consulate. In such case, the Contractor will specify major items for which the contractor proposes to engage sub-contractor/sub-vendor.

14. **Payment**: Payment to the companies (successful bidders) for maintenance will be made either through bank transfer or cheque after the completion of maintenance/service of items demanded. **No request for any advance payment shall be entertained.**

15. **Canvassing in Tender**: Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection

16. **Postponement or cancel of tenders**: The Consulate reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders **without assigning any reason whatsoever.**

**PROFORMA FOR LETTER OF BID TO BE ACCEPTED
UNCONDITIONALLY BY A BIDDER DURING SUBMISSION OF
BID:**

LETTER HEAD OF BIDDER

To,

The Consulate General of India, Jeddah

Sub. : **Acceptance of Terms & Conditions of Tender**

Tender reference No.:

Name of Tender:

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, Bill of Quantity and other documents carefully.

2. I/We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents as available on the website in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.
3. I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.
4. I/We hereby confirm that this bid complies with the Bid validity, Bid Security and other documents as required by the Bidding documents.
5. I do hereby undertake that all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period, I/We will be liable to the

following penal actions apart from other penal actions prescribed elsewhere in the tender document.

- a. Cancellation of my/our bid/contract (as the case may be)
- b. Reasonable action as deemed fit by the Consulate

6. That I/we accept all terms and condition of the tender document. I/We do not have relationship with any other participating Bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder.

7. I do undertake that if any information and document submitted is found to be false/ incorrect at any time, Consulate may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and banning of our firm and all partners of the firm etc as per the tender document for which I/We shall have no claims against Consulate.

Yours Faithfully,

**(Authorized Signatory)
(Signature of the bidder & Official Seal)**