

ADMINISTRATION OF DAMAN AND DIU  
DIRECTORATE OF MEDICAL & HEALTH SERVICES,  
PRIMARY HEALTH CENTER,  
MOTI DAMAN.

No. DMHS/DD/LAB-TENDER/2014-15/1301

Dated : 09/07/2014.

**E-TENDER (ON LINE) NOTICE**

The Director, Medical & Health Services, Daman and Diu, Community Health Centre, Moti Daman on behalf of President of India, invites tenders for supply of Laboratory Items for Primary Health Centre / Community Health Centre, Moti Daman and Government Hospital, Marwad, Daman and Primary Health Centre, Kachigam through on-line on <http://daman.nprocure.com> from the manufacturer / Authorized Dealers / Suppliers having valid Drug Licence for below mentioned items. The tender notice also available on [www.nic.daman.in](http://www.nic.daman.in)

Sr. No.	Description of Items	Estimated cost	EMD (in the form of FDR)	Tender Fees (Non-refundable)
1.	Purchase of Laboratory items for PHC/CHC, Govt. Hospital, Marwad and PHC, Kachigam, Daman	Rs. 21,07,436/-	Rs. 52,700/-	Rs.2,000/-

Last date of downloading of on line tender documents: <b>Upto 01/08/2014 by 12.00 hours</b>
Last date of submission of online tender document : <b>Upto 01/08/2014 by 15.00 hours</b>
On line opening of Technical bid <b>Upto 01/08/2014 by 15.30 hours</b>
On line opening of Price Bid : <b>If possible on 01/08/2014 at 16.00 hours.</b>
Bidders have to submit price bid in Electronic Format only on <a href="http://www.nprocure.com">www.nprocure.com</a> till the last date and time for submission. Price Bid in physical format shall not be accepted in any case.
Submission of tender fees in the form of DD, EMD in the form of FDR and other supporting documents i.e. copy of valid licence from competent authority, copy of VAT/ST/ Registration and copy of PAN/TAN of Income Tax etc., and terms and conditioned duly signed in hard copy to the undersigned by RPAD/Speed Post / by hand <b>on or before 01/08/2014 upto 13.00 hours</b> , however, Tender Inviting Authority shall not be responsible for any postal delay.
The tender inviting authority reserves the right to accept or reject any or all the tenders to be received without assigning any reasons thereof.
<b>Bidders shall have to post their queries on E-Mail address : <a href="mailto:ddmssu.idsp@nic.in">ddmssu.idsp@nic.in</a> on or before dated 01/08/2014 upto 10.30 hours.</b>
In case bidder needs any clarification or if training required for participating in online tender, they can contact the following office. “(n) Code Solution – A division, GNFC Ltd.”, 403, GNFC Info Tower, Bodakdev, Ahmedabad-380054, Gujarat (India). <a href="mailto:E-Mail-nprocure@ncode.in">E-Mail-nprocure@ncode.in</a> Fax: + 917926857321 Website : <a href="http://www.nprocure.com">www.nprocure.com</a>

(Dr. K. Y., Sultan)  
Director  
Medical & Health Services, Daman.

**ADMINISTRATION OF DAMAN AND DIU,  
DIRECTORATE OF MEDICAL & HEALTH SERVICES,  
PRIMARY HEALTH CENTER, MOTI DAMAN.**

**Tender Notice No.DHMS/DD/LAB-TENDER /2014-2015/1301**

**Dated:- 09/07/2014**

**TERMS AND CONDITIONS FOR SUPPLY OF LABORATORY ITEMS  
FOR DIRECTORATE OF MEDICAL AND HEALTH SERVICES, PHC  
CAMPUS, FORT AREA, MOTI DAMAN, GOVERNMENT HOSPITAL,  
DAMAN & PHC KACHIGAM, NANI DAMAN.**

1. The rate(s) quoted should be strictly for free delivery at F.O.R. PHC/CHC, Moti Daman, Govt Hospital, Marwad Nani Daman & PHC Kachigam, Nani Daman and will be valid and operative for supply orders issued on or before 31/03/2015 from the date of invitation of tenders.
2. All Taxes/ Duties/ Royalties charges payable on sales/transport etc. within and / or outside the UT / State shall be payable by the supplier.
3. Where specification / mark/ manufacture are not specifying by this office, the rates should be quoted only for the first class and standard quality only.
4. The decision of the E- Tender Inviting Officer acceptance/rejection of any **LABORATORY ITEMS** supplied including the decision for equivalent specifications, standard and quality etc. of **LABORATORY ITEMS** shall be final.
5. (a) The successful tenderer will have to pay within 10 days from the date of demand, an amount equal to 10% of the total value of articles  
(b) Non-receipt of Security Deposit within stipulated time limit will result in automatic cancellation of the order for supply without any intimation.  
(c) However in case if any articles are received for which the Security Deposit may not have been deposited, the full Security Deposit as may be due from the supplier will be recovered from the bills for such articles.
6. **The amount of Earnest Money paid by the successful Tenderer(s) will be adjusted against the amount of Security Deposit to be paid by the successful tenderer(s) as per condition No. 5 above.**

7. All bills for amount above Rs.5000/- should be pre-receipted on a Revenue Stamp of proper value. Bills for amount exceeding Rs.5000/- not pre-receipted on Revenue Stamp of proper value will not be accepted for payment.

8. Each bill in which Sales Tax/Vat is charged must contain the following certificate on the body of the bill.

***"CERTIFIED that the goods on which Sales Tax/VAT has been charged have not been exempted under the VAT/ Central Sale Tax Act or the Rules made there under and the amount charged on account of VAT/Sales Tax on these goods is not more than what is payable under the provisions of relevant Act or Rules made there under".***

9. The right to accept or reject without assigning any reasons or all tenders in part or whole is reserved with the E-Tender Inviting Officer and his decision(s) on all matters relating to acceptance or rejection of the tenders as a whole or in part will be final and binding to all.

10. If the tenderer whose tender is accepted, fails to execute the supply order within stipulated time the Earnest Money Deposit of such tenders will stand forfeited to the Government.

11. In case, the supplier does not execute the supply order placed with him, the EMD of the supplier will be forfeited to the Government and the contract for the supply shall be terminated with no further liabilities on either party to the contract.

12. No separate agreement will be required to be signed by the successful tender(s) for the purpose of this contract for supply. Rates tendered/offered in response to the concerned Tender Notice shall be considered as acceptance of all above terms and conditions for supply for all legal purpose.

13. The E- Tender should be neatly typed only on letterhead carry the name of supplier and the signature of the tenderer. No overwriting correction or erasures will be considered.

**14. The rates quoted should be inclusive of all taxes, duties, surcharges, cess, freight, loading, unloading, insurance, road permits, packing, (VAT and other taxes if applicable) as applicable. No extra taxes will be given.**

15. All bills should be in **TRIPLICATE** and should invariably mention the number and date of supply order.

16. The Tenders and financial bid should be submitted online on [www.nprocure.com](http://www.nprocure.com) in two bid system.

17. Orders once placed should be delivered within the given time period and item should be door delivered.

18. No extra charge for packing, forwarding and insurance etc. will be paid on the rates quoted.

19. The rates should be quoted only for the items specifies in the list of requirement and should be for the items of given special mark/manufacture only.

20. Rates quoted for items other than the required specification / mark / manufacture will not be considered.

21. The amount of Earnest Money paid by the tenderer(s) whose tenders are not accepted will be refunded to them.

22. Only on satisfactory completion of the supply order for and on payment of all bills of the supplier, as to be admitted for payment, the amount of Security Deposit/Earnest Money will be refunded after expiry of guarantee/warranty period, if any, or any such date/period as may be mutually agreed upon.

23. The E-tender inviting officer will consider extension of time for remitting the Security Deposit as demanded. However, in case of denial to consider such extension the supplier is bound to abide by the limit given and liable to make good any loss to the Government on account of his failure to abide by the time limit.

24. (a) Railway Receipt or other transport document should be drawn in favor of the Officer Inviting Tenders.

(b) Railway Receipt or other transport document should not be send by V.P.P. or through any Bank as this being a Government Office it is not possible to clear cash demands of Post Office/Bank for delivery of R.R. or other transport documents unless we have agreed to it as a special arrangements.

(c) Railway Receipt or transport receipt should be sent to this Office by Registered Post immediately on dispatch of goods from dispatching end.

25. The supplies of **LABORATORY ITEMS** of inferior quality standard or of different specifications, doses/content, brand, manufacturer etc. other than that ordered specified and/or incomplete or broken articles will not be accepted. The supplier has to replace the same at his own cost and risk. Intimation of non-acceptance of any **LABORATORY ITEMS** will be sent to the supplier within 10 days from the date of receipt of the stores and the same will be returned to the supplier at his own cost and risk, if he so desires and intimates

accordingly within 15 days from the date of dispatch of intimation of the non-acceptance. However, if no communication is received within 15 days from the date of communication the tender Inviting Officer will not be responsible for any damage, loss etc. of such rejected articles.

26. In case of failure to replace the accepted and rejected articles from supplies made, as mentioned in the conditions, the loss undergone by the Government will be recovered from the suppliers Security Deposit/Earnest Money or payment due of any bill(s) to the extent required.

27. **In case of failure to supply the LABORATORY ITEMS ordered for, as per conditions and within the stipulated time, the same will be obtained from the tenderer who offered next higher rates or from any other sources, as may be decided by the tender inviting Officer and the loss to the Government on account of such purchases(s) shall be recovered from the former suppliers Security Deposit/Earnest Money or bills payable. The suppliers shall have no any right to dispute with such procedure.**

28. Extension of time limit for supplies shall be consider by the Tender Inviting Officer. The extension so granted may be with levy of compensation for delay in execution of supply order up to 5% of the cost of supplies ordered for at the discretion of the authority competent to grant extension of time limit provided such request is made well in time, depending upon the circumstances and such decision in the matter will be final.

29. Demurrage charges paid by the E-Tender Inviting Officer on account of delayed receipt of dispatch documents intimation will be recovered from the bills payable to the supplier.

30. If at any time after the order for supply of **LABORATORY ITEMS** the E-Tender Inviting Officer shall for any reason whatsoever not require the whole or part of the quantity thereof as specified in the order the tender Inviting Officer shall give notice in writing of the fact to the supplier(s) who shall have no claim to any payment of compensation what so ever on account of any profit or advantage which the supplier(s) might have derived from the supply of articles in full, but which did not derive in consequence of the full quantity of articles not having been purchased, nor shall have any claim for compensation by reasons of any alterations having been made in the original instructions which shall invoice any curtailment of the supply originally contemplated.

31. Rates should be quoted in the forms issued from the department as per the requirement asked for.

32. The Earnest Money(s)/Security Deposit(s) paid by the tender(s) earlier against any tender(s) or supply order(s) is/are not adjustable with Earnest Money or Security Deposit required by these conditions,

33. The Tenders/offers received do not confirm with the terms and conditions of this office will be summarily rejected. If any firm desires to consider exemption from payment of Earnest Money Deposit, certified copies of its Registration with D.G.S. & D. should be attached to their tenders.

34. **The items as mentioned in the list are the approximate estimates invited and actual purchase may more or less. Accordingly the successful tenderer has no right for any loss/damages with reference to approximate requirement shown in tender and actual requirement.**

35. Supplier may ensure the goods at his own cost to safeguard the delivery of such goods dispatched by him to the consignee, the department will not be responsible for the damage or pilferage of goods during transit.

36. The tenderer should attached Scanned copies of certificate of **experience in the field of supply of LABORATORY ITEMS, valid license, proof of fulfilling the norms of ISI/ISO/WHO/GMP specification if any, licence for import, PAN No, Sales Tax No.** with his/their tender. It may please be noted that the tender received without document referred above shall not be considered.

37. Rates quoted are for Supply of **LABORATORY ITEMS** to be supplied at PHC/CHC, Moti Daman & for GOVT Hospital Marwad.

38. Tenderer should enclose along with tender an amount of Rs.52,700/- (Rupees Fifty two Thousand seven hundred only) as Earnest Money Deposit in form of Fixed Deposit Receipt of any Nationalized/ Scheduled Bank payable at Daman in favour of Director, Medical & Health Services, Daman. The EMD Submitted other than Form mentioned above will not be accepted. **Tender received without EMD will be summarily rejected.**

39. The decision of the E- Tender Inviting Officer acceptance/rejection of any **LABORATORY ITEMS** supplied including the decision for equivalent specifications, standard and quality etc. of medicines shall be final.

40. The tender fee must be enclosed in demand draft in favour of undersigned with the tender documents.

41. This department will specify the expiry date period of **LABORATORY ITEMS** in the supply order. Generally the expiry date of **LABORATORY ITEMS** etc. to be supplied by the successful tender must be maximum.

42. Supply quantity of the **LABORATORY ITEMS** will be given as per day to day requirement and successful supplier shall visit once in a week in order to collect the supply order.

43. The tendered quantity is tentative and the actual purchase can be **15% less or more** than the quantity put to tender for all items and the tenderer is bond to supply such requirement without any demur.

44. **The tendering firm must be registered with the Sales Tax/ VAT department and a copy of their registration under the Sales Tax / VAT bearing the TIN Number be provided.**

45. **The terms and conditions dully accepted and signed by the tenderer should attached with the Technical Bid.**

Signature & Designation  
of Tender Inviting Officer

**(Dr. K. Y. Sultan)**  
Director  
Medical & Health Services  
Daman

**The above terms and conditions are accepted  
and are binding to me/us.**

Place:  
Dated:

Signature of tenderer  
& status Name of tenderer with  
seal of the firm

**NOTE: Please return one copy of these terms and conditions dully sign with seal of firm along with the tender.**