



**U.T.ADMINISTRATION OF DAMAN AND DIU
OFFICE OF THE MEDICAL SUPERINTENDENT
GOVERNMENT HOSPITAL, MARWAD, DAMAN
PH.NO.0260-2254965/2254266
EMAIL ID: ghddmn@gmail.com**

No.GHD/DMN/ E-TENDER MICROBIOLOGY LAB MATERIAL/2019-20/239

Dated: 24.05.2019

E-TENDER (ON LINE NOTICE)

The Medical Superintendent, Government Hospital, Daman on behalf of President of India, invites tender for purchase of Microbiology lab Material. Online on www.ddtenders.gov.in. from manufacturer/Authorized Dealers/Suppliers having valid license. The tender notice also available on www.daman.nic.in

**(Dr. Shailesh Arlekar)
I/c. Medical Superintendent,
Government Hospital, Daman**


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The Medical Superintendent, Government Hospital, Daman on behalf of president of India, invites tenders for following items through on –line on <http://ddtenders.gov.in> from the manufacturer/Authorized Dealers/suppliers having valid License. The tender notice also available on www.daman.nic.in

Sr. No.	Description Items	Estimated cost	EMD (in the form of FDR)	Tender fees (Non refundable)
01	Purchase of Microbiology Lab Material for Government Hospital, Daman	Rs.8,72,000/-	Rs. 26,160/-	Rs.2000/-
Last date of downloading of on line tender documents: up to 14.06.2019 by 12.00 hours.				
Last date of submission of online tender document: up to 14.06.2019 by 13.00 hours.				
On line opening of price Bid: If possible on 14.06.2019 at 15.00 hours.				
Bidders have to submit price bid in Electronic format only on www.ddtenders.gov.in till the last date and time for submission. Price bid in physical formant 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 license from competent authority, copy of GST Registration and copy of PAN/TAN of income Tax etc, and terms and condition duly signed in hard copy as well as online to the undersigned by RPAD/Speed post/by hand on or before 14.06.2019 upto 15.30 hours, 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.				
Bidder shall have to post their queries on E-mail address: ghddmn@gmail.com on or before dated 14.06.2019 upto 11.00 hours.				
In case bidder needs any clarification or if training required for participating in online tender, they can contact the following website. www.ddtenders.gov.in www.daman.nic.in				


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TERMS & CONDITIONS

Terms and Conditions for the “PURCHASE OF MICROBIOLOGY LAB MATERIAL FOR GOVERNMENT HOPITAL, DAMAN.”

• **Instructions to Bidders :**

- 1) All Tender Documents can be downloaded free from the website <https://ddtenders.gov.in>
- 2) All bids should be submitted online on the website <https://ddtenders.gov.in>
- 3) The user can get a copy of instructions to online participation from the website <https://ddtenders.gov.in>
- 4) The suppliers should register on the website through the “New Supplier” link provided at the home page, the registration on the site should not be taken as registration or empanelment or any other form of registration with the tendering authority.
- 5) The application for training and issue of digital signature certificates should be made at least 72 hours in advance to the due date and time of tender submission.
- 6) For all queries regarding tender specifications and any other clauses included in the tender document should be addressed to personnel in tendering office address provided below:
**The Medical superintendent,
Government Hospital, Daman- 396210
Tel .0260-2254965/2254266**
- 7) All documents scanned/attached should be legible / readable. A hard copy of the same may be send which the department will be use if required. Uploading the required documents in <https://ddtenders.gov.in> is essential.
- 8) The Bidder has to give compliance for each quoted product for any false /misleading statement in compliance found any time during the procurement process, the bid shall be out rightly rejected & EMD shall be forfeited.

Key dates:

Bid document downloading Start Date	:	25.05.2019
Bid document downloading End Date	:	14.05.2019, 12:00 Hrs.
Last Date & Time for receipt of Bid	:	14.05.2019, 13.00 Hrs.
Preliminary Stage Bid Opening Date	:	14.05.2019, 15.00 Hrs.
Technical Stage Bid Opening Date	:	14.05.2019, 16.00 Hrs.

The Tenders shall be submitted in two-bid system, wherein the Technical bid and Financial Bid is to be filled online on <https://ddtenders.gov.in> and the EMD and Tender Fee has to be submitted in Tender Box along with a covering letter. The envelope should be super scribing as “e-Tender - Sealed Cover of Bid for **PURCHASE OF MICROBIOLOGY LAB MATERIAL FOR GOVERNMENT HOSPITAL DAMAN.**”

. The EMD and Tender Fees should be enclosed with BID only

Tender Fees (Non Refundable) Rs.2,000/- :

- a. The Tender Fees should not be forwarded by cash.
- b. The Tender Fees (Non Refundable) will be accepted only In form of DD in favor of **The Medical Superintendent, Government Hospital, Daman** from any Nationalized or Scheduled Bank of India payable in Daman.
- c. All tenders must be accompanied by Tender fees as specified in schedule otherwise tender will be rejected.

The Earnest Money Deposit (Refundable) Rs.26,160/- :

- a. All tenders must be accompanied by EMD as specified in schedule otherwise tender will be rejected.
- b. The manufacturing units who are placed in Daman are exempted for Earnest Money Deposit. For getting exemption, tenderer have to furnish valid and certified documents along with the tender, otherwise tender will be rejected.
- c. Any firm desires to consider exemption from payment of Earnest Money Deposit, valid and certified copies of its Registration with D.G.S. & D. should be attached to their tenders.
- d. EMD can be paid in either of the form of following:
 - i. A/c Payee Demand Draft
 - ii. Fixed Deposit Receipts
 - iii. Bank Guarantee

In favor of **The Medical superintendent, Government Hospital, Daman** from any Nationalized or Scheduled Bank authorized by RBI to undertake Government Business.

- e. EMD should be valid upto **12 (Twelve Months)** from the date of its issuance.
- f. EMD in any other forms will not be accepted.
- g. EMD/Security Deposit shall be liable to be forfeited in following circumstances:
 - i. Tender is rejected due to failure of supply the requisite documents in proper format or giving any misleading statement or submission of false affidavit or fabricated documents.

- ii. In case, the contractor does not execute the supply order placed with him within stipulated time, the EMD of the contractor will be forfeited to the Government and the contract for the supply shall terminated with no further liabilities on either party to the contract.
- iii. Tenderer fails to replace the goods declared to be not of standard quality or not conforming to acceptable standards or found to be decayed/spoilt.
- h. The amount of Earnest Money paid by the tenderer(s) whose tenders are not accepted will be refunded to them by cheque or Demand Draft (as may be convenient to the Tender Inviting Officer if the amount is above Rs.200/-) drawn on any Nationalized or Scheduled Bank payable at Daman. Where this mode of payment is not possible the amount will be refunded at the cost of the tenderer.
- i. Only on satisfactory completion of the supply order for and on payment of all bills of the contractor, 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.
- j. In case of failure to supply the store, materials etc. ordered for, as per conditions and within the stipulated time, the name articles 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 contractor Security Deposit/Earnest Money or bills payable. The contractor shall have no right to dispute with such procedure.
- k. The Earnest Money(s) paid by the tender(s) earlier against any tender(s) or supply order(s) is not adjustable with Earnest Money required by these conditions.

Security Deposit: (SD)

- 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, which may be ordered, as the amount of security deposit.
- b. Non receipt of Security Deposit within stipulated time will result in automatic cancellation of the order for supply without any intimation.
- c. The Security Deposit(s) paid by the tender(s) earlier against any tender(s) or supply order(s) is not adjustable with Security Deposit required by these conditions.
- d. In case of failure to replace the accepted and rejected articles from the supplies made, as mentioned in the conditions the loss undergone by the Government will be recovered from the contractor Security Deposit or payment due of any bill(s) to the extend required.
- e. The 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 contractor is bound to abide by the limit given and liable to make good for the loss made to the Government on account of his failure to abide by the time limit.

- **Conditions of Contract :**

1. ACCEPTANCE OF TENDER:

- a. The tender is liable for rejection due to any of the reasons mentioned below:
 - i. Non-Submission of tender within stipulated time online.
 - ii. Submission of tender physically in the Office but not submitted online on <https://ddtenders.gov.in>
 - iii. Tender is unsigned or not initialed on each page or with unauthenticated corrections.
 - iv. Non-payment of Earnest Money Deposit (if not exempted).
 - v. Non-Submission of required documents as mentioned in Annexure A&B.
 - vi. Conditional/vague offers.
 - vii. Unsatisfactory past performance of the tenderer.
 - viii. Items with major changes/deviations in specifications/ standard/ grade/ packing/ quality offered.
 - ix. Offering an accessory optional even though required to operate the instrument.
 - x. Submission of misleading/contradictory/false statement or information and fabricated/ invalid documents.
 - xi. Tenders not filled up properly.
 - xii. overwriting correction or erasures will be considered
- b. Any discount which the bidder wants to give has to be considered and total final bid amount has to be mentioned clearly in the price bid form on <https://ddtenders.gov.in>
- c. Discount offered after price bid opening will not be considered.
- d. The consolidated rates entered in the online website will be taken in to account for preparing price statements. However the tender who is found technically acceptable as well as lowest in terms of evaluated rates only is considered for placing the order.
- e. The Medical Superintendent, Government Hospital, Daman may seek any clarifications / explanation / documentary evidence related to offer at any stage from tenderer if required.
- f. The rate should be quoted in the prescribed form given by the department; **the rate should be valid upto One Year from the date of tenderization.**
- g. All/Taxes/Duties/Royalties Charges payable on the sales/transport & Packaging etc. within and/or outside the state shall be payable by the supplier.
- h. The decision of the Tender Inviting Officer for acceptance/rejection of any articles supplied including the decision for equivalent specifications, standard and quality etc. of articles shall be final.
- i. The right to accept or reject without assigning any reasons or all tenders in part or whole is reserved with the 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.

- j. 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.
- k. The supplier must have at least 03 years experience of supplying such good and shall average annual turnover of **Rs.2,61,600** /- Suring last three year sending by A letter indicating last three financial year Turn over figure sand profit & Loss Accounts should accompany with Technical Bid for Verification. Please note that the balance sheets should carry average annual financial turnover during last 3 years up to and should be at least 30% of the estimated cost.
- l. The rate(s) quoted should be strictly for free delivery at FOR Govt. Hospital Daman and will be valid and operative for supply orders issued within one year from the date of invitation of tenders.
- m. Rates quoted for items other than required specification/mark/manufacture may not be considered. However, indigenous manufactures may quote their own makes provided the specifications/mark/manufacture.
- n. The tendered should specify the name of the manufacturer for the item quoted by him along with catalogue of the item.
- o. Where specification / mark/ manufacture are not specifying by this office, the rates should be quoted only for the first class and standard quality only.
- p. The tenderer may be called for a sample / demonstration of the items quoted for which they will be informed one week in advance for arranging the necessary sample / demonstration in the hospital on a suitable date and time failing which the tender will be rejected.
- q. Order once placed the department shall not take any responsibility of unloading the goods; the successful bidder has to make arrangements for unloading at the site.
- r. Bidder / its sister concerns / companies where its Promoters / should not have ever been blacklisted in tender / supplies by any state/Central Govt . Bidder should submit affidavit in this regard. The bidder should provide accurate information of litigation or arbitration resulting from contracts completed or under execution by him over the last five years. False affidavit would lead to blacklisting and termination of the contract at any stage. In such cases all the losses that will arise out of this issue will be recovered from the Tenderer / Contractor and he will not have any defence for the same. In case of bidder / principal is involved / penalized under any investigation of CVC or any State/Central Govt. Commission in relation to the similar work project issue; the bid will be out rightly rejected.
- s. The tendered quantity is tentative and actual purchase can be 10% less or more than the quantity put to tender for all items and the tenderer is bond to supply such requirement without any demur.
- t. Bidder should enclosed affidavit to that bidder has not quoted lower price than this bid in any organization on a non judicial stamp paper of Rs.20/-
- u. The bidder should not have quoted price more than MRP in this tender to any Govt./Semi Govt./public sector undertaking.
- v. If at any time during the period of contract , the price of tendered items is reduced or brought down by any law or Act of the central or state Government or by the Bidder himself, the Bidder shall br bound to inform the Government Hospital Daman, immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction in case the Bidder fails to notify or fails to agree for such reduction of rates.

- w. The supplied material Should have the prescribed potency throughout the shelf life period. The remaining shelf life of the item at time of delivery should not be less than ¾ of the labelled shelf life.

In case of imported items the remaining shelf life ,where applicable, of 60% or more may be accepted with the undertaking that the firm replace the unused expired stores with fresh goods. However, firm supplying material with remaining shelf life of 75% or more need not submit such undertakings.

- x. The tendered quantity is tentative and actual purchase can be 10% less or more than the quantity put to tender for all items and the tenderer is bond to supply such requirement without any demur.

2. Bid Evaluation Methodology :

A. Preliminary Evaluation:

- Tender Fee and EMD Submission.
- Scrutiny of Annexure A and B.

B. Technical Evaluation:

- Scrutiny of technical specifications and other relevant documents as asked by the department with the quoted specification.
- Scrutiny of Compliance Statement given by the bidder.
- Technical Demonstration if required.

C. Financial Evaluation: Lowest quoted offered by Technically Qualified Bidders

3. PAYMENT TERMS :

- a. 100% of the invoice amount will be paid only after competition of supply of material successfully and submission of Security deposit i.e. 10% of the tender value.
- b. Price escalation clause will not be entertained under any circumstances.
- c. All bills should be in **TRIPLICATE** and should invariably mention the number and date of work order.
- d. All bills for amount above Rs..5,000/- should be pre-receipted on a Revenue Stamp of proper value. Bills for amount exceeding Rs..5,000/- not pre-receipted on Revenue Stamp of proper value will not be accepted for payment.
- e. Each bill in which GST is charged must contain the following certificates on the body of the bill: **“CERTIFIED”** that the sale on which Tax has been charged have not been exempted under the Central Sale Tax Act or the Rules made there under and the amount charged on account of Sale Tax on these sale is not more than what is payable under the provisions of relevant Act or Rules made there under”.
- f. No extra charge for transportation, forwarding and insurance etc. will be paid on the rates quoted.
- g. The rates should be quoted only for the work specified in the list of requirement.

Termination for Default: Contract may be terminated by the Authority if :

- a. If the supplier fails to execute the supply within the stipulated time, the Purchaser is at liberty to make alternative purchase, in the event of making **ALTERNATIVE PURCHASE**, the supplier will be imposed penalty apart from the forfeiture of Performance Guarantee. The excess expenditure over and above contracted prices incurred by the Purchaser in making such purchases from any other sources or in the open market or from any other supplier who has quoted higher rates and other losses sustained in the process, shall be recovered from the Performance Security or from any other money due and become due to the Supplier and in the event of such amount being insufficient, the balance will be recovered personally from the Supplier.

- b. The supplies of “**Microbiology Lab Material For Government Hospital, Daman**” 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.
- c. The order may be cancelled after expiry of delivery period as mentioned in the supply order and the supplier shall also suffer forfeiture of the Performance Security and shall invite other penal action like blacklisting / disqualification from participating in present and future tenders.
- d. Authority will be at liberty to terminate by assigning justifiable reason thereof the contract either wholly or in part on one month notice. The Supplier will not be entitled for any compensation whatsoever in respect of such termination.
- e. If the Supplier, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- f. The bidder has to submit the Authority Letter obtained from the Manufacturer for the concern equipment. Non Submission of authority letter for the particular item will be out rightly rejected and tender No. should also be mentioned. The contact details of the signing authority should be mentioned on the letter.

For the purpose of this Clause :

“Corrupt practice” means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice” means a mis-presentation / hiding of facts in order to influence a procurement process or the execution of a contract to the detriment of the other bidders, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the other bidders of the benefits of free and open competition.

- g. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Authority, and the supplier shall be liable for all losses sustained by the Authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.
- h. Non performance of any of the contract provisions will disqualify a firm to participate in the tender for the next five years.
- i. In all the above conditions, the decision of the Authority shall be final and binding.

Signature of Agency
With Rubber Stamp

Medical superintendent,
Government Hospital, daman