

Union Territory Administration of Daman & Diu/संघ प्रदेश दमण एवं दीव प्रशासन,
Office of the Senior Surgeon /वरिष्ठ शल्य चिकित्सक का कार्यालय,
Govt. Hospital, Diu/सरकारी अस्पताल, दीव.
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No. GHD/ACCTS/FIN(3)/1-21/2015-16/२५२

Dated: - 13/08/2015

Limited Tender Notice

Sealed Tender under two bid systems are invited on behalf of the President of India by the Govt. Hospital, Diu from the registered supplier / dealer / manufacturer for the supply of following Items/Materials for the use in New 60 bedded Hospital, Gandhipara Road, Diu.

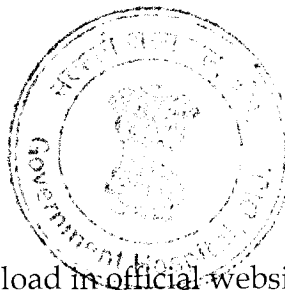
Sr. No	Description of Items	Estimated Cost EMD	EMD (in the form of FDR)	Tender Fees (Non refundable)
1	Purchase of 3 Seater Waiting Chair Size 72" x 24" x 30"	₹. 3,60,000	₹.10,000	₹.500

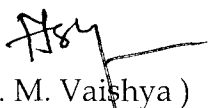
The blank forms with detailed scheduled of specification and condition can be obtained from the office of the undersigned during all working days/hours from **13/08/2015** to **22/08/2015** on payment of Tender Fees (Non - Refundable).

The complete form for the items along with EMD in form of Fix Deposit Receipt/ Account Payee Demand Draft/ Banker's Cheque or Bank Guarantee from any of the Commercial Banks in an acceptable form payable at Silvassa in favour of the undersigned should be attached with the Sealed Tender. The EMD and tender fees should not be forward by Cash. The Sealed Tender should be properly covered in respect of each item subscribing the name of items on envelope. The Tenders will be opened on the same day in presence of the tenderers, if possible. The offers received without obtaining tender documents or without EMD and tender fees shall not be entertained.

The Limited Tender Inquiry can be downloaded from the website www.diu.gov.in The Tender Fee is to be enclosed with the tender document; tender document without Tender Fee will be rejected.

Right to reject any or all Tenders without assigning any reason is reserved.




(Dr. M. Vaishya)
Health Officer, HO
Govt. Hospital, Diu.

Copy to :-

- (1) The NIC, Collectorate, Diu to upload in official website.
- (2) The Notice Board of this Govt. Hospital, Diu

U.T. ADMINISTRATION OF DAMAN AND DIU, OFFICE OF THE SENIOR SURGEON. GOVT. HOSPITAL, DIU

Terms and Conditions for the "**Purchase of "3 Seater Waiting Chair"** for New 60 bedded Hospital, Diu Gandhipara Road, Diu.

Instructions to Bidders :

- 1) The rate should be quoted in the prescribed form given by the department, **the rate should be inclusive of all taxes and should be valid upto One Year from the date of tenderization.**
- 2) All/Taxes/Duties/Royalties Charges payable on the sales/transport etc. within and/or outside the state shall be payable by the supplier.
- 3) Where specifications/make/manufacture is not specified by this office, the rates should be quoted only for the 1st class and standard quality only.
- 4) The tenderer should specify the name of the manufacturer and complete specification for the items quoted by him along with catalogue of the item to be submitted in the Technical Bid.
- 5) 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.
- 6) The Tenderer should enclose along with tender an amount of **₹.500/-** as Tender Fees in form of DD/A/c payee Cheque of any Nationalized or Scheduled Bank of India payable in Diu and **₹.10,000/-** as Earnest Money Deposit in form of Fix Deposit Receipt/Account Payee Demand Draft/Banker's Cheque or Bank Guarantee from any of the Commercial Banks in an acceptable form payable at DIU in favour of **Health Officer, Head of Office, Govt. Hospital, Diu.** The EMD should not be forward by Cash. Tender received without Earnest Money Deposit will be summarily rejected.
- 7) (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) 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 bill(s) for such articles.
- 8) 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.07 above.

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9) The tender should be neatly typed or hand written only on letter head carries the name of supplier and the signature of the tenderer. No overwriting, correction or erasures will be considered.

10) All bills should be in **TRIPPLICATE** and should invariably mention the number and date of supply order.

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

12) Each bill in which Sales Tax is charged must contain the following certificates on the body of the bill: "CERTIFIED" that the goods on which Sales Tax has been charged have not been exempted under the Central Sales Tax Act or the Rules made there under and the amount charged on account of Sales Tax on these goods is not more than what is payable under the provisions of relevant Act or Rules made there under".

13) The Tenders shall be submitted in two-bid system, each of which is to be submitted in separate envelope. The first envelope should contain Technical Bid and super scribing on the envelope as "**Sealed Cover No.1 Technical Bid - Purchase of "3 Seater waiting Chair"**". The **EMD** and **Tender Fees** should be enclosed with **TECHNICAL BID** only. The second envelope should contain Financial Bid and super scribing on the envelope as "**Sealed Cover No.2 - Financial Bid for "3 Seater waiting Chair"**". The tender will be issued from **13/08/2015** to **22/08/2015** and the last date of submission of bid will be **24/08/2015** upto 15.00 hours.

14) The Tenders will be opened by the Tender Opening Committee in presence of Tenderers or their representatives, if any present in the Office of the Tender Inviting Officer. The Tender Opening Committee will first open the technical bid consisting of Terms & Conditions issued by the department duly stamped & signed, EMD, technical specification given by the department etc, the Committee will open the financial bid only of those firms who have qualified for technical bid as per specifications given by the department. The financial bid will be opened after the report received from the Technical Committee.

15) 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.

16) 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.

17) 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.

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

19) The tender will be accepted during working hours upto **24/08/2015** at 15.00 hours and will open on the same day if possible in the office of the Senior Surgeon, Govt. Hospital, Diu in the presence of the Tender Opening Committee and tenderer(s) or their representative(s) if present.

20) The rate quoted for the materials should be of ISO or ISI specification, if any.

Conditions of Contract :

1) The rate(s) quoted should be strictly for free delivery at FOR Diu and will be valid and operative for supply orders issued within one year from the date of invitation of tenders.

2) Orders once placed should be delivered within the given time period and item should be door delivered including labour.

3) No extra charge for packing, forwarding and insurance etc. will be paid on the rates quoted and all the materials should be door delivered upto 3rd floor.

4) The rates should be quoted only for the items specified in the list of requirement and should be for the items of given special make / manufacture.

5) Rates quoted for items other than the required specification/make/manufacture will not be considered.

6) 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 ₹.200/-) drawn on any branch of State of India or its subsidiary Commercial Bank. Where this mode of payment is not possible the amount will be refunded at the cost of the tenderer.

7) 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.

8) 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 supplier 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.

9) Railway Receipt or other transport document should be drawn in the favour of Officer Inviting tender.

10) Railway Receipt or other transport document should not be sent by VPP 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 RR or other transport documents unless we have agreed to it as special arrangement.

11) The supplies, materials etc. of inferior quality standard or of different specifications, 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 materials etc 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 damages, loss etc. of such rejected articles.

12) 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 suppliers Security Deposit/Earnest Money or payment due of any bill(s) to the extent required.

13) 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 suppliers Security Deposit/Earnest Money or bills payable. The suppliers shall have no right to dispute with such procedure.

14) Extension of time limit for supplies shall be considered 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.

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

16) If at any time after the order for supply of materials the 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 to claim to any payment of compensation whatsoever 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.

17) 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.

18) The tenders/offers received do not conform 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.

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

20) 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 damages or pilferage of goods during transit.

21) The manufacturing units who are placed in DIU are exempted from Earnest Money Deposit.

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

23) Rates quoted are for Govt. Hospital, Diu (60 Bedded Hospital), Diu.

24) The tenderer should attach copies of **Partnership Deed/Memorandum/Registration of the firm , PAN Number, Sales Tax Number/VAT reg., Original Product Literature of quoted product, ISO Certificate etc. with the tender documents and Schedule of Requirement.** It may please be noted that the tender received without document referred above shall not be considered.

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

1. Bid Evaluation Methodology :

A. **Preliminary Evaluation:** Tender fee and EMD Submission

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

Sample verification of **3 seater Waiting Chair** will be physically done, if required.

C. **Financial Evaluation:**

Lowest quoted offered by Technically Qualified Bidders

2. Liquidated Damages:

For delay:

A. If the supplier fails to deliver any or all the goods or perform the services within the time period(s) specified in the contract. The Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a penalty of 0.5% of the total value of order per week will be imposed subject to a maximum of 10% of the total value of the order. Once the maximum is reached, the purchaser may consider termination of the contract.

B. Supply in damaged condition shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty or replacement of damaged supply on the total value of supply to that particular / other designated place.

C. Supply must be in to i.e. not in fraction.

For Non-Supply:

A. In case of failure to supply the materials. ordered for, as per conditions and within the stipulated time, the name materials 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 right to dispute with such procedure.

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. The penalty would be as mentioned in the Liquidated Damages clause.
- b. 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
- c. 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.
- d. If the Supplier, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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.

- a. 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.

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b. Non performance of any of the contract provisions will disqualify a firm to participate in the tender for the next five years.

c. In all the above conditions, the decision of the Authority shall be final and binding.

3. PAYMENT TERMS :

a. 100% of the invoice amount will be paid only after supply, successful and submission of Security deposit.

b. Price escalation clause will not be entertained under any circumstances

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

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

e. Each bill in which Sales Tax is charged must contain the following certificates on the body of the bill: **"CERTIFIED"** that the goods on which Sales 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 Sales

Tax on these goods is not more than what is payable under the provisions of relevant Act or Rules made there under".

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

g. The rates should be quoted only for the items specified in the list of requirement.

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

Signature & Designation of
Tender Inviting Officer...



Health Officer / HO
Govt. Hospital, Diu

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

Place:

Signature of tenderer

Dated:

Name of tenderer with seal of the

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Office of the Senior Surgeon,
Govt. Hospital, Diu.

No. GHD/ACCTS/FIN(3)/1-21/2015-16/252

Dated :- 13/8/2015

TECHNICAL BID

**SCHEDULE REQUIREMENT, SPECIFICATION AND ALLIED TECHNICAL
DETAILS, 3 SEATER WAITING CHAIR TO BE PURCHASED FOR 60 BEDDED
HOSPITAL, DIU**

**PLEASE MENTION OFFERED QUALITY FOR THE ITEMS AS MENTIONED
BELOW AND DULY SIGNED**

Sr. No.	Particular	Name of Mfg. Company	Qty Reqd	Offered Company
1	3 Seater Aluminium S S Coated chair with anticorrosion layer of Superior quality. Seat coated Aluminium sheet and with anticorrosion applied on it of size '18 x 18' and height of 15' standard with stands of S S coating and handles of SS coated on all the edges treated for smooth surfacing and rust proof. Stand and complete including and installation etc. Size 72" x 24" x 30"	Superior quality	30 nos	

Signature of Suppliers / Dealers
With Rubber Stamp



Sd/-
Health Officer, HO
Govt. Hospital, Diu

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Office of the Senior Surgeon,
Govt. Hospital, Diu.

No. GHD/ACCTS/FIN(3)/1-21/2015-16/252 Dated :- 13/8/2015

FINANCIAL BID

**SCHEDULE REQUIREMENT, SPECIFICATION AND ALLIED TECHNICAL
DETAILS, 3 SEATER WAITING CHAIR TO BE PURCHASED FOR 60 BEDDED
HOSPITAL, DIU**

**PLEASE MENTION OFFERED QUALITY FOR THE ITEMS AS MENTIONED
BELOW AND DULY SIGNED**

Sr. No.	Particular	Name of Mfg. Company	Unit / rate	Qty Reqd	Offered Company
1	3 Seater Alumunium S S Coated chair with anticorrosion layer of Superior quality. Seat coated Alumunium shet and with anticorrosion applied on it of size '18 x 18' and height of 15' standard with stands of S S coating and handles of SS coated on all the edges treated for smooth surfacing and rust proof. Stand and complete including and installation ectt. Size 72" x 24" x 30"	Superior quality		30 nos	

Signature of Suppliers / Dealers
With Rubber Stamp

Sd/-
Health Officer, HO
Govt. Hospital, Diu