

**GOVERNMENT OF INDIA, ADMINISTRATION OF DAMAN & DIU (U.T.)
PRIMARY HEALTH CENTRE CAMPUS, DAMAN – 396220.**

**TERMS AND CONDITIONS FOR SUPPLY OF DRUGS, MEDICINE,
INJECTIONS, SURGICAL ITEMS ETC FOR DIRECTORATE OF MEDICAL
AND HEALTH SERVICES, PHC CAMPUS, FORT AREA, MOTI DAMAN.**

Tender Notice No. DMHS/MED/2009-10/397

Dated:- 22/05/2009

1. The rate(s) quoted should be strictly for free delivery at F.O.R. Community Health Centre, Moti Daman and will be valid and operative for supply orders issued on or before 31/03/2010.
2. **The rates should be quoted in the prescribed form given by the department. The rates quoted should be inclusive of all taxes (VAT and other taxes if applicable) as applicable. No extra taxes will be given.**
3. All Taxes / Duties / Royalties charges payable on sales / transport etc. within and / or outside the UT / State shall be payable by the supplier.
4. No extra charge for packing, forwarding and insurance etc. will be paid on the rates quoted.
5. Orders once placed should be delivered within the given time period and item should be door delivered.
6. The rates should be quoted only for the items specified in the list of requirement and should be for the items of given special mark / manufacture.
7. Rates quoted for items other than the required specification / mark / manufacture will not be considered.
8. Where specifications / mark / manufacture are not specifying by this office, the rates should be quoted only for the first class and standard quality only.
9. 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 bid.
10. 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.
11. The Tenderer should enclose along with tender an amount of Rs. 50,000/- (Rupees fifty thousand only) as Earnest Money Deposit in form of Fixed Deposit Receipt on any Nationalized / Scheduled Bank payable at Daman in favour of Director, Medical & Health Services, Daman. The E.M.D. submitted other than form mentioned above will not be accepted. Tender received without Earnest Money Deposit will be summarily rejected.
12. (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, that may be order, as the amount of security deposit.

(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 bill(s) for such articles.

13. **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. 12 above.**
14. The tender should be neatly typed or hand written only on list provided by this department / letterhead carry the name of supplier and the signature of the tenderer. No overwriting, correction or erasures will be considered.
15. 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 branch of State of India or its subsidiary Schedule Bank. Where this mode of payment is not possible the amount will be refunded at the cost of the tenderer.
16. 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.
17. 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 any loss to the Government on account of his failure to abide by the time limit.
18. (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 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 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.
19. The supplies of Medicines, Injection, Surgical Items, Drops, Syrup, Suspension etc. 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 stores, Medicines, Injection, Surgical Items, Drops, Syrup, Suspension 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 damage, loss etc. of such rejected articles.
20. 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.

21. ***In case of failure to supply the Medicines, Injection, Surgical Items, Drops, Syrup, Suspension etc. ordered for, as per conditions and within the stipulated time, the same 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 any right to dispute with such procedure.***
22. 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.
23. 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.
24. If at any time after the order for supply of Medicines, Injection, Surgical Items, Drops, Syrup, Suspension etc. 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 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.
25. 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.
26. All bills should be in TRIPLICATE and should invariably mention the number and date of supply order.
27. 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.
28. 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".

29. The Tenders will be opened by Purchase Committee in presence of Tenderers or their representatives, if any present in the Office of the Tender Inviting Officer.
30. 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.
31. 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.
32. 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.
33. 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 terminated with no further liabilities on either party to the contract.
34. 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.
35. **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.**
36. **The tender will be accepted during working hours up to 9/6/2009 at 15.00 hrs. and opened on same day at 15.30 hrs. if possible in the office of the Director, Medical & Health Services, Primary Health Center Campus, Moti Daman in the presence of the Purchase Committee and tenderer(s) or their representative(s) if present.**
37. 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.
38. **The Copy of valid drugs licence should be furnished alongwith the filled Tender form.**
39. Pre-Tender meeting will be held on 09/06/2009 at 3.30 pm for general instruction and any queries.

40. Rates should be quoted in the forms issued from the department and as per the requirement asked for.
41. The tenderer should give the guaranty / warranty for the period of not less than one year from the date of installation against any manufacturing defect (wherever applicable).
42. This department will specify the expiry date period of Medicines, Injection, Surgical Items, Drops, Syrup, Suspension etc. in the supply order. Generally the expiry date of Medicines, Injection, Surgical Items, Drops, Syrup, Suspension etc. to be supplied by the successful tender must be maximum.
43. Supply quantity of the Medicines, Injection, Surgical Items, Drops, Syrup, Suspension etc. 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.
- 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. Please quote the price as per Drugs Price Control order rate.
- 46. The terms and conditions dully accepted and signed by the tenderer should attached with the Technical Bid.**

Signature & Designation of Tender Inviting Officer	Sd/- (Dr. B.Hansraj) Director Medical & Health Services Daman
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The above terms and conditions are accepted and are binding to me/us.

Place:	Signature of tenderer & status
Dated:	Name of tenderer with seal of the firm

Note : Please return one copy of these terms and conditions duly signed with seal of firm along with the tender.