

Administration of
DNH& Daman & Diu, U.T.,
Office of the Directorate,
Medical & Public Health Services,
“Tel.No.0260-2230470.

No. 3/93(P&T)/Inj.Remdesivir/DMHS/2020/ 7352

Daman
Dated :- 25 /07/2020

Short e-Tender Notice

The Director of Medical and Health Services, Daman & Diu on behalf of President of India, invites on line tender on <https://ddtenders.gov.in> from the Manufactures/Authorized Dealers/Suppliers for Rate Contract for purchase of Injection Remdesivir 100 mg/Vial under DMHS.

Sr. No.	Particulars	Estimated Cost	(E.M.D.) Earnest Money Deposit	Tender Fees (Non-Refundable)	e-Tender ID No.
1	Rate Contract for Purchase of Injection Remdesivir 100 mg/Vial	₹.17.36 Lacs	₹.43000/-	₹.2000/-	

Bid document downloading Start Date : 25 . 07 . 2020
Bid document downloading End Date : 04. 08 . 2020, 13:00 Hrs.
Last Date & Time for receipt of Bid : 04 . 08. 2020, 14.00 Hrs.
Preliminary Stage Bid Opening Date : 04. 08. 2020, 15.00 Hrs.
Technical Stage Bid Opening Date : 04. 08 . 2020, 16.00 Hrs.

Bidders have to submit Technical Bid and Price Bid in Electronic format on <https://ddtenders.gov.in> website till the last date and time for submission. Price Bid in Physical format shall not be accepted in any case.

Bid submission should be done along with Technical Bid, tender Fees and EMD in original by R.P.A.D./Speed Post or to be deposited in the tender box kept in the office of the undersigned. However, Tender Inviting Authority shall not be responsible for any postal delay. Tenders can be downloaded from <https://ddtenders.gov.in>, www.daman.nic.in

1. The EMD and Tender Fees should not be forwarded by cash.
2. The Tender Fees will be accepted only in form of DD/A/c payee Cheque of any Nationalized or Scheduled Bank of India payable in Daman.
3. The EMD will be accepted in form of Payee Demand Draft from any Commercial Banks in an acceptable form payable at Daman in favor of under signed.

The tender inviting authority reserves the right to accept or reject any or all the tender to be received without assigning any reasons thereof. Bidders shall have to post their queries on E-Mail address: ptdmhsdaman@gmail.com

In case bidder needs any clarification or if training required for participating in online tender, they can contact the following office.

For any technical related queries please call at 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787. International Bidders are requested to prefix 91 as country code.

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

Tel : 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

E-Mail : support-eproc[at]nic[dot]in

Sd/-
Director
Medical & Health Services
Daman & Diu
“Tel.No.0260-2230470

- Copy to :-**1) In-Charge Medical Superintendent Govt. Hospital Daman.
2) CPO, Daman, for wide publicity in Newspaper.
3) I.T. Department, Daman, with a request to publish in Website.
4) Accounts Section, Daman, for information.
5) P&T Department Daman, for information.

U.T. ADMINISTRATION OF DNH & DAMAN & DIU,
OFFICE OF THE DIRECTORATE,
MEDICAL AND HEALTH SERVICES, DAMAN.

Terms and Conditions for the “Rate Contract for Purchase of Injection Remdesivir 100 mg/ Vial for Treatment of COVID-19 Patients under Director Medical & Health Services Daman & Diu.”

❖ **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 Director
Medical and Health Services
Primary Health Centre Moti Daman
Daman 396220
Tel 02602230470 2230570**
- 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 outrightly rejected & EMD shall be forfeited.

Keydates:

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The Tenders shall be submitted in two-bid system, wherein the Technical bid and Commercial Bid is to be filled online on <https://ddtenders.gov.in> and the EMD and Tender Fee and tender Documents 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 “Rate Contract for Purchase of Injection Remdesivir 100 mg / Vial under Director Medical & Health Services Daman & Diu.”**” The EMD and Tender Fees should be enclosed with the BID Only.

Tender Fees (Non Refundable) ₹.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 Director of Medical & Health Services, 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) ₹.43,000/- :

- 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, tenderers 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 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

In favor of **The Director of Medical & Health Services, 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 ₹.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 schedule.
 - 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.
- 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 which is found technically acceptable as well as lowest in terms of evaluated rates only be considered for placing the order.

- e. The Director, Medical and Health Services may seek any clarifications/explanation/documentary evidence related to offer at any stage from tenderers 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 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 rate(s) quoted should be strictly for free delivery at DMHS Moti Daman and will be valid and operative for supply orders issued within one year from the date of invitation of tenders.
- l. The department shall not take any responsibility of unloading the goods; the successful bidder has to make arrangements for unloading at the site.
- m. Bidder / its sister concerns / companies where its Promoters / Directors either directly or indirectly are involved, 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 ten 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.
- n. **The Bidder has to supply the Inj. Remdesivir 100 mg/Vial within 7 days for receipt of purchase order.**

2. TERMS OF WORK EXECUTION:

- a. Extension of time limit of work order shall be considered by the Tender Inviting Officer. The extension so granted may be without levy of compensation for delay in execution of work the cost of work order 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.
- b. Inspection will be carried out in the premises of DMHS. If goods to be inspected in factory premises all expenditure to be borne by the Tenderer.
- c. The tenderer should be provided the sufficient training for operations and maintenance to the hospital staff on your own cost.

3. 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.
- Technical Demonstration if required.

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

4. PAYMENT TERMS:

- a. 100% of the invoice amount will be paid only after competition of work 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 ₹.5,000/- should be pre-receipted on a Revenue Stamp of proper value. Bills for amount exceeding ₹.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 sales 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 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.
- 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.
- e. 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 outrightly 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.

- f. 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.
- g. Non-performance of any of the contract provisions will disqualify a firm to participate in the tender for the next five years.
- h. In all the above conditions, the decision of the Authority shall be final and binding.

Signature of Agency

With Rubber Stamp

Sd/-

Director

Medical & Health Services

Daman & Diu

“Tel.No.0260-2230470

ANNEXURE- A

(to be submitted on the letter head of the company/firm)

I hereby certify that the firm has not been ever blacklisted by any Central / State Government / Public Undertaking / Institution on any account.

I also certify that the above information is true and correct in and every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the firm may be summarily terminated and the firm will be blacklisted.

I also certify that firm will supply the items as per specification given by institution and also abide all the terms and conditions stipulated in tender.

Date:

Place:

Name
Business Address
Signature Bidder
Seal of Bidder

ANNEXURE - B

SCHEDULE OF DOCUMENTS ATTACHED

Sr. No.	Document/Certificate	Uploaded & Enclosed	At Page No.
A.	General Documents :		
01.	Tender Fees	Yes/No	
02.	EMD	Yes/No	
03.	PAN No.	Yes/No	
04.	Sale Tax Reg./VAT Reg.	Yes/No	
05.	License in field of supply.	Yes/No	
07.	Scan copy of Terms and Conditions of the tender documents duly Stamped and Signed on each page.	Yes/No	
08.	Scan copy of Schedule of Documents correctly filled with Stamped and Signed on each page. (Scope of Work)	Yes/No	
09.	Annual Turnover Certificate for Last 3 Years duly stamped and signed by CA.	Yes/No	
10.	Letter / Undertaking Mentioning in Reputed Manufacturer / Authorized Distributors/ Suppliers of the items prescribed.	Yes/No	

It is verified that all the certificates/permissions/documents are valid and current as on date and have not been withdrawn/cancelled by the issuing authority. It is further verified that the represents at above, declaration part are as per the format prescribed by the Administration and it is clearly and distinctly understood by me/us that the tender is liable to be rejected if on scrutiny and of these certificates is found to be not as per the prescribed format of Administration.

I/We further undertake to produce on demand the original certificate/ permission/ document for verification at any stage during the processing of the tender.

Date:

Place:

Sign & Stamp of tenderer.

❖ **Scope of Work:**

Schedule of Specifications and Allied Technical Details:

Rate Contract for Purchase of Injection Remdesivir 100 mg/ vial under Directorate of Medical & Public Health Department, Daman.

Sr. No.	Particulars	MFG Co	Unit	Company Offered	Compliance Yes/No
1	Injection Remdesivir 100 mg/Vial (Lyophilized powder)	Cipla / Hetero / Ranbaxy or "Equivalent"	1 vial		

Signature & Designation of
Tender Inviting Officer...

Sd/-
Dr. V.K.Das
Director
Medical & Health Services/
UT of Daman & Diu,
"Tel.No.0260-2230470"
email ID : dmhs-daman-dd@nic.in

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

Place:
Dated:

Signature of tenderer
Name of tenderer with seal of the firm