

**U.T. Administration of
Dadra & Nagar Haveli and Daman & Diu
Department of Health and Family Welfare
Daman**

No. CPB/DNH&DD/Refiling Gas/2022-23/651

Date: 20/02/2023

Re-Tender Notice

The Department of Health & Family Welfare, DNH & DD on behalf of President of India, invites online tender on <https://ddtenders.gov.in/nicgep/app> from the Manufactures/Authorized Dealers/Suppliers for **Rate Contract** for Refiling of Medical Gas Cylinders for the Dept. for Government Hospital, Daman.

Sr. No.	Particulars	Estimated Cost	(E.M.D.) Earnest Money Deposit	Tender Fees (Non-Refundable)	e-Tender ID No.
1.	Rate Contract for Refilling of Medical Gas Cylinders for Government Hospital, Daman.	Rs. 10,00,000/-	Rs. 25,000/-	1000/-	2023_DAMA N_2667_1

Bid document downloading Start Date	:	20.02.2023.
Bid document downloading End Date	:	13.03.2023, 14.00 Hrs.
Last Date & Time for receipt of Bid	:	13.02.2023, 14.00 Hrs.
Preliminary Stage Bid Opening Date	:	13.03.2023, 15.00 Hrs.
Technical Stage Bid Opening Date	:	13.03.2023, 15.30 Hrs.

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

Bid submission should be done along with 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/nicgep/app> and 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 Demand Draft /Bankers Cheque of any Nationalized or Scheduled Bank of India payable in Daman.
3. The EMD will be accepted in form of Demand Draft / Fixed Deposit Receipt / Bank Guarantee.
4. The Sealed Tender should be properly covered subscribing the name of items on envelope.
5. The offers received without obtaining tender documents or without EMD and tender fees shall not be entertained.

The tender inviting authority reserves the right to accept or reject any or all the tender to be received without assigning any reasons thereof. In case bidder needs any clarification on the process of bidding for participating in online tender for further details, correspondence can be made on E-mail: [cppp-nic\[at\]nic\[dot\]in](mailto:cppp-nic[at]nic[dot]in), Mobile No: +91-7878007972 and +91-7878007973, Tel No. 1800 3070 2232 Website: <https://ddtenders.gov.in/nicgep/app>

Sd/-
In-charge,
Central Procurement Branch
E-mail Id: cpbdnhdd@gmail.com

Copy to:-

- 1) The I.T. Department, Daman with a request to publish in Website.
- 2) Accounts Section, CPB, Daman for information.

**U.T. ADMINISTRATION OF
DADRA & NAGAR HAVELI AND DAMAN & DIU
DEPARTMENT OF HEALTH AND FAMILY WELFARE**

**Terms and Conditions for the “Rate contract for Refilling of Medical Gas
Cylinders for Government Hospital, Daman.”**

a. Instructions to Bidders :

- 1) All Tender Documents can be downloaded free from the website <https://ddtenders.gov.in/nicgep/app> & <https://ddd.gov.in>
- 2) All bids should be submitted online on the website <https://ddtenders.gov.in/nicgep/app>.
- 3) The user can get a copy of instructions to online participation from the website <https://ddtenders.gov.in/nicgep/app>.
- 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) The decision of the Tender Inviting Officer for acceptance/rejection shall be final.
- 7) 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:

**Central Procurement Branch,
1st Floor, Room No. 106,
Community Health Centre,
Moti Daman- 396 220.
Tel : 0260 – 2230240.**

- 8) The Tenders shall be submitted in single cover, wherein the EMD and Tender Fee in original should only be submitted in Tender Box. The envelope should super scribing on the envelope as “**Sealed Cover for Refilling of Medical Gas Cylinders for Government Hospital, Marwad, Daman**”. The Technical Bid and Financial Bid have to be submitted online only on <https://ddtenders.gov.in/nicgep/app>.
- 9) 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.

- 10) All documents scanned/attached should be legible/readable. A hard copy of the same may be sent which the department will use if required. Uploading the required documents in <https://ddtenders.gov.in/nicgep/app> is essential.
- 11) No separate agreement will be required to be signed by the successful tender(s) for the purpose of this contract. 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.
- 12) The Bidder has to give compliance for each quoted product and any false/misleading statement in compliance found any time during the procurement process, the bid shall be out rightly rejected & EMD shall be forfeited.
- 13) In case, the supplier is not able to provide the refilled Gas Cylinders for consecutive one week, the EMD of the supplier will be forfeited to the Government and the contract shall terminated with no further liabilities on either party to the contract.

Key dates:

Bid document downloading Start Date	:	20.02.2023.
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The Tenders shall be submitted in two-bid system, where in the Technical bid and Financial Bid is to be filled online on <https://ddtenders.gov.in/nicgep/app> 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 Rate contract for Refilling of Medical Gas Cylinders for the Government Hospital, Daman.**”. The EMD and Tender Fees should be enclosed with BID only.

b. Tender Fees (Non-Refundable) Rs.1,000/-:

- a. The Tender Fees should not be forwarded by cash.
- b. The Tender Fees (Non-Refundable) will be accepted only in form of Demand Draft /Bankers Cheque in favor of **Medical Superintendent, Govt. 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.

c. Earnest Money Deposit Rs. 25,000/-:

- a. EMD shall be given as Demand Draft / Fixed Deposit Receipt / Bank Guarantee in favor of **Medical Superintendent, Govt. Hospital, Daman** for **Rs.25,000/-**.
- b. All tenders must be accompanied by EMD as specified in schedule otherwise tender will be rejected.
- c. The manufacturing units who are placed in U. T of DNH & DD 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.
- d. As per Rule 170 of GFR – Micro and Small Enterprises (MSEs) as defined in MSE procurement policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempt from submission of EMD. Bidders claiming exemption of EMD under this Rule (170 of GFR) are however required to submit a signed bid securing declaration accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and the fail to sign the contract, or to submit a performance security before the deadline defined in the request for the Bids documents, they will be suspended for a period 12 Months from being eligible to submit the bids for contract with the Department of Health & Family Welfare, Dadra & Nagar Haveli & Daman & Diu.

Any firm desires to consider exemption from payment of Earnest Money Deposit, valid and certified copies of its Registration with NSIC/MSME should be attached to their tenders.

- 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. 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.

- i. In case of failure to supply the store, materials etc. ordered for, as per conditions and within the stipulated time, the 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.
- j. 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 3% 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 contractor will be recovered from the bill(s) for such articles.
- d. 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.
- e. 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 extent required.
- f. 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/nicgp/app>

- 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. Submission of misleading/contradictory/false statement or information and fabricated/ invalid documents.
 - x. Tenders not filled up properly.
 - xi. The documents attached by the bidder online if found not readable will not be considered for bid evaluation.
- 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://dtdenders.gov.in/nicgep/app>
- c. Discount offered after price bid opening will not be considered.
- d. No extra charges for packing, forwarding and insurance etc. will be paid on the rates quoted.
- e. The consolidated rates entered in the online website will be taken into account for preparing price statements. However the tender which is found technically acceptable as well as lowest in terms of evaluated rates only shall be considered for placing the order.
- f. The Central Procurement Branch may seek any clarifications/explanation/ documentary evidence related to offer at any stage from tenderers if required.
- g. The rate quoted should be inclusive of all taxes and no extra charges will be paid and should be valid upto One Year from the date of 1st supply order which may be extended upto three year on the same terms and condition of the tendered.**
- h. Orders once placed should be delivered within the given time period and item should be door delivered including labour.
- i. All/Taxes/Duties/Royalties Charges payable on the sales/transport etc. within and/or outside the state shall be payable by the supplier.

- j. 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.
- k. 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.
- l. 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.
- m. The rate(s) quoted should be strictly for free delivery (including labour and transportation) for Government Hospital Marwad, Daman and will be valid and operative for supply orders issued within one year for Daman from the date of invitation of tenders. The department shall not take any responsibility of on loading the goods; the successful bidder has to make arrangement for loading at site.
- n. The tendered quantity is tentative and the actual purchase can be **as per the requirement of the Department and Rate contract is invited** for all items and the tenderer is bound to supply such requirement without any demur.
- o. 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 defense 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.

2. TERMS OF SUPPLY:

- a. In event of breakage or loss of stores during transit against requisition order the said quantity has to be replaced by the tenderer. The department will not pay separately for transit insurance and supplier will be responsible for stores.

- b. Railway Receipt or other transport document should be drawn in the favor of Officer Inviting tender.
- c. Items should be door delivered including labour, no extra charge will be paid by the department.
- d. 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.
- e. 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 (as mentioned in Liquidated Damages) 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.
- f. 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.
- g. 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.
- h. 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 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.

- i. The items as mentioned in the list are the approximate estimates invited and actual purchase may be more. Accordingly, the successful tenderer has no right for any loss/damages with reference to approximate requirement shown in tender and actual requirement.
- j. Testing of all cylinders will be under the supplier's scope. Copy of testing certificate by authorized plant to be submitted half yearly. No extra charges will be paid by the hospital for testing purpose.
- k. Responsibility of collecting empty cylinders from the hospital & delivery of refilled cylinders to the hospital will be of tenderer. It is duty of supplier to provide refilled cylinder in time to maintain stock.
- l. Inspection will be carried out in the premises of **Government Hospital Marwad, Daman**. If goods to be inspected in factory premises all expenditure to be borne by the Tenderer.
- m. Maintaining the Cylinders by tagging will be under supplier's scope. The Cylinders should have tagging and should be well painted as per the BIS norms failing which the Penalty amount @ Rs.100/- per cylinder will be deducted from the EMD of the Successful bidder.

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

(Samples asked by the Department for quality testing purpose, will not be returnable)

c. **Financial Evaluation:** Lowest quoted offered by Technically Qualified Bidders.

4. PAYMENT TERMS :

- a. 100% of the invoice amount will be paid only after completion of work successfully and submission of Security deposit i.e. 3% 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 service on which GST has been charged have not been exempted under the Central GST or the Rules made there under and the amount charged on account of GST on this service 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 work specified in the list of requirements.
- h. Rates quoted for items other than the required specification/ make/ manufacture will not be considered.

Signature of Agency
With Rubber Stamp

Sd/-
In-charge,
Central Procurement Branch

E-mail Id: cpbdnhdd@gmail.com

ANNEXURE – A

UNDERTAKING :

From: M/s.....

No.....

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**The In-Charge,
Central Procurement Branch,
1st Floor, Room No. 106,
Community Health Centre,
Moti Daman- 396 220.
Tel : 0260 – 2230240**

Sub: Supply of Refilling of Medical Gas Cylinder under Rate Contract for the
Department of Health & Family Welfare, DNH&DD.

Ref: Tender Enq #.....

Sir,

I/We enclose the necessary documents duly signed, as shown in Annexure ‘B’ (in order in which they are mentioned). I/We have carefully read and understood the terms and conditions stated in the tenders from and I/We shall abide by all these conditions. I/We further endorse that in particular, the terms and conditions of Delivery Period, Payment Terms, Place of delivery etc. are acceptable to me/us and no representation will be made by me/us afterwards for altering the same.

I/We verify the copies of the certificates/documents enclosed herewith are authentic true copies of the original certificates/documents for verification on demand. I/We undertake to upload the attested copies of certificates/documents required on the website.

I/We will be cautious to see that the uploaded scan documents are legible and I/we understand that if the documents are not legible, my/our tender will be rejected.

I/We verify that I/We are in possession of the requisite licenses/permits required for the manufacture /supply /sale /distribution of the items and further verify that the said licenses/permits have not been revoked/ cancelled by the issuing authorities and are valid as on date. I/We also verify that I/We have not been declared defaulter, blacklisted or debarred by any State or Central Government or Constitutional authority or Financial Institution or Judicial Court or any Government undertakings.

I/We also take cognizance of the fact that providing misleading or questionable information or failure to furnish correct or true information to you or any other Officer or failure to comply with any contractual requirement laid down by you will be considered as a serious breach of the terms and conditions of the tender and will invite disqualification and other penal action as deemed fit by the UT Administration.

Thanking You,

Yours faithfully,

Sign & Stamp of Tenderer.

ANNEXURE – B
SCHEDULE OF DOCUMENTS ATTACHED

Sr. No.	Document/Certificate	Uploaded & Enclosed
01.	PAN No.	Yes / No
02.	GST Registration.	Yes / No
03.	Partnership Deed/ Memorandum/ Registration of Firm, etc.	Yes / No
04.	Valid License	Yes / No
05.	CA Certified Average Annual Turnover of Rs. 5 Lacs in last 03 Financial Years.	Yes / No
06.	Verification, Undertaking, Checklist and Documents as per Annexure-A.	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 Scope of Work correctly filled with Stamped and Signed on each page.	Yes / No
09.	Fresh Affidavit on Stamp Paper for this Tender – As per clause mentioned at Conditions of Contract – Acceptance of Tender at point – (N)	Yes / No
10.	Scan copy of Annexure – B of the Tender Documents duly Stamped and Signed.	Yes / No
12.	Copy of experience in the field of refilling of Medical Gas Cylinders	Yes / No
13.	Earnest Money Deposit Rs. 25,000/- in the form of Demand Draft / Fixed Deposit Receipt / Bank Guarantee	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 Sr. No. 05, 07& 09 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:

**Rate contract of purchase of Refilling of Medical Gas Cylinder Under the Dept. Of
Health & Family Welfare, DNH&DD.**

Sr. No.	Name of the items (Medical Gas)	Unit
1	Medical Oxygen Volume range: 7.0-7.5 M ³ (Jumbo Cylinder)	1 cylinder
2	Medical Oxygen Volume range: 1.46-1.14 M ³ (Small Cylinder)	1 cylinder
3	Nitrous Oxide Volume range: 17.0-17.5 M ³ (Jumbo Cylinder)	1 cylinder
4	Nitrous Oxide Volume range: 1.70-1.75 M ³ (Small Cylinder)	1 cylinder
5	Carbon Dioxide (Capacity: 4 kgs)	1 cylinder

Signature of Supplier
With Rubber Stamp

Sd/-
In-charge,
Central Procurement Branch
Email ID: cpbdnhdd@gmail.com