

**Rate Contract for Supply of Bio Medical Waste Collection Bags At Hamdard Institute of
Medical Sciences & Research Jamia Hamdard New Delhi - 62**

NIT No. :

NIT Issue Date: 14th Aug 2018 at 11:00 AM

Last Date of Submission: 28th August 2018 at 01:00 PM

Notice Inviting Bids

1. Hamdard Institute of Medical Sciences & Research (HIMSR) Jamia Hamdard New Delhi - 62, invites sealed bids for purchase of Bio Medical Waste Collection Bags on Rate Contract Basis as per the specification and quality given in "Annexure III" respectively for a period of one year which may be extendible up to two year, one year at a time. The estimated yearly consumption of the Bio Medical Waste Collection Bags is expected around Rs.25 Lakhs. Interested parties may send their tender in sealed cover addressed to the Medical Superintendent, HIMSR Jamia Hamdard New Delhi - 62, superscripted with the words "Rate Contract for Bio Medical Waste Collection Bags" and complete in all respects should be deposited with the Medical Superintendent Office up to 01:00 PM on 28th August 2018. The Quotations will be opened on 29th August 2018 at 02:00 PM in Council Room HIMSR Building Jamia Hamdard New Delhi - 62. The tenders received after the scheduled date and time will be rejected out-rightly.

2. The tender is in two - bid system i.e. Technical Bid & Financial Bid contains specification and allied Technical details and the Price Schedule of the various items detailed in "Annexure V". The technical bid will be opened on the designated date by the Institute. The financial bid containing the rate of various items will be opened on a suitable date, to be intimate later by the Institute in respect of those who qualify the terms and conditions of the technical bid.

3. The technical bid and the financial bid should be sealed by the bidder in separate covers super-scribed "Technical bid for Supply of Bio Medical Waste Collection Bags" and "Financial Bid for Supply of Bio Medical Waste Collection Bags ". Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed as "Rate Contract for Supply of Bio Medical Waste Collection Bags". The Technical Bid" will be analysed and Financial Bid of only those firms who are found eligible in Technical Bid will be opened in due course and the eligible firms would be intimated there of accordingly.

Schedule of Tender

Cost of Tender:	Rs.1, 000/- (Rupees fifty thousand only) in favour of HIMSR
Last Date and Time of Receipt of Tender:	28th August 2018 at 01:00 PM
Amount of Earnest Money Deposit:	Rs.50, 000/- (Rupees fifty thousand only) in favour of HIMSR
Date & time of opening of Tender Venue :	29th August 2018 at 02:00 PM at Council Room HIMSR Building Jamia Hamdard New Delhi - 62.

4. Tender document may be downloaded from this Institute's official website: www.himsr.org

Medical Superintendent
HAH Centenary Hospital HIMSR,
Jamia Hamdard
New Delhi – 62

General Terms and Conditions

1. Parties:

The parties to the contract are the contractor (the tenderer to whom the work have been awarded) and the HIMSR through Medical Superintendent HAH Centenary Hospital HIMSR, Jamia Hamdard New Delhi – 62.

2. Earnest Money:

Earnest money by means of a Bank Demand Draft of Rs.50,000/- (Rs.Fifty Thousand only) may be enclosed with the Technical Bid. It is also clarified that the bids received without earnest money will be summarily rejected. The Bank Demand Draft may be prepared in the name of "HIMSR".

a) No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the Institute in respect of any previous work will be entertained.

b) Tender shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited to the HIMSR.

c) The Tenders without Earnest Money will be rejected.

d) No Claim shall lie against the HIMSR in respect of erosion in the value or interest on the amount of EMD.

f) The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without Bank Demand Draft of EMD will be summarily rejected.

3. Tender Fee:

Tender fee will be Non-refundable amount of Rupees One thousand (Rs. 1000/-) only and the tenderer shall deposit a separate Bank Draft in favour of "HIMSR" along-with tender Document (Technical Bid). The tenders submitted without tender fee shall liable to be rejected summarily.

4. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.

5. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the website of HIMSR (www.himsr.org). Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.

6. The bidder should have their registered office / branch or distributor in Delhi. In case of outside agencies they must have their registered branch office in Delhi (Documentary Proof required).

7. DOCUMENTS COMPRISING THE BID:

The bids prepared by the bidder shall comprise of (1) Technical Bid and (2) Financial Bid:

Technical Bid: - To qualify in the Technical Bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria: -

(a) Duly filled format of Technical Bid as per Annexure – I.

(b) Sample of Bio Medical Waste bag of every required colour, Bid(s) received without sample of every colour will be rejected.

(c) Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.

(d) Manufacturer Authorization Certificate must be attached by Bidder.

(e) The bidder shall be a Manufacturer / Distributers / Suppliers / Agents.

(f) Financial Status: - The average annual turnover from similar jobs, of the firm should not be less than 20 Lakh in the last three years. Copies of profit & loss account and balance sheets duly authenticate by a Chartered Accountant for the last two years should be enclosed.

(g) Copy of Income Tax Return Acknowledgement for last Three years.

(h) Copy of PAN Card / Service Tax Registration.

(i) Copy of GST registration certificate.

(j) Details of clients where similar services are presently provided by the tenderer.

(k) The bidder must have adequate experience of execution of similar work in Govt. Hospital / Private Hospital and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.

Financial Bid: The financial bid shall contain:

Financial Bid Form [As per Annexure - V] – Price must be quoted as per format specified, failing which tender shall be summarily rejected.

The technical bid and the financial bid should be sealed by the bidder in separate covers super-scribed "Technical bid for Supply of Bio Medical Waste Collection Bags" and "Financial Bid for Supply of Bio Medical Waste Collection Bags ". Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed as "Rate Contract for Supply of Bio Medical Waste Collection Bags". Tender complete in all respects should be deposited with the Medical Superintendent Office up to 1:00 PM on 28th August 2018. The Quotations will be opened on 28th August 2018 at 02:00 PM in Council Room HIMSR Building Jamia Hamdard New Delhi - 62. The tenders received after the scheduled date and time will be rejected outrightly.

8. Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he sign as:

(a) A sole proprietor of the concern or constituted attorney of such sole proprietor;

(b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

(c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

9. A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, HIMSR may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

10. The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.

11. BID PRICES:

(a) It should be submitted in form given in Annexure V. The price quoted will be exclusive of taxes and inclusive of all applicable charges F.O.R. HIMSR and shall be fixed and final. Taxes, as applicable will be extra, which will separately quoted in the bid, At the time of payment Income Tax or any other Tax payable shall be deducted at source.

(b) The rate quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

12. TECHNICAL EVALUATION:

(a) Detailed technical evaluation shall be carried out by Institute pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. HIMSR shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.

(b) HIMSR may call the responsive bidders for discussion to facilitate and assess their understanding of the scope of work and its execution. However, the Institute shall have sole discretion to call for discussion.

(c) HIMSR shall have right to accept or reject any or all tenders without assigning any reasons thereof.

13. FINANCIAL EVALUATION:

(a) The financial bid shall be opened of only those bidders who have been found to be technically eligible. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The institute shall inform the date, place and time for opening of financial bid.

(b) HAHCH & HIMSR does not bind himself to accept the lowest bid or any bid and reserves the right of accepting the whole or any part of the bid or portion of the job offered; and the bidder shall provide the same at the rates quoted.

(c) HAHCH & HIMSR reserves the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever.

14. Award of Contract:

The Institute shall consider placement of orders for jobs on those bidders whose offers have been found technical and financially acceptable. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder.

15. Opening of Tender:

The tenderer is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

16. Validity of the bids:

The bids shall be valid for a period of 90 days from the date of opening of the tender. This has to be specified by the tenderer in the financial bid.

17. Contract Period:

The contract for supply of Bio Medical Waste Collection Bags initially for a period of (1) one year and can be continued / renewed for further (1) year at a time maximum up to (2) two years subject to satisfaction of the HIMSR and on mutual consent of both the parties subject to the condition/ rules framed by the Government of India from time to time.

18. Delivery:

Delivery of goods shall be made by the supplier within 15 days of placing of purchase order, however, in case of emergent requirement firm has to supply the required quantity of goods within 7 days of placing of order also. In special cases the items are to be delivered at a very short notice i.e. within 24 hours.

19. Payment clause:

The bill in triplicate may be sent to this office for settlement after satisfactorily delivery of the material. The bill should have full particulars of the items(s).

No payment shall be made in advance nor shall the loan from any bank or financial institutions be recommended on the basis of the order of award of work.

The contractor shall submit the bill only after supply of the material to the satisfaction of the HIMSR on receipt of a pre-receipted bill invoice from the Contractor the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for materials rejected.

20. Liquidated Damages

Supply of material will have to be completed within 15 days or period mentioned in the purchase order. The liquidated damages charges @ 0.5% per week shall be imposed if supply made after expiry of delivery period subject to maximum 10% of the total value of goods/contract value. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

21. FORCE MAJEURE:

If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at least option to terminate the contract.

22. Insolvency etc: In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the

passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified HIMSR shall have the power to terminate the contract without any prior notice.

23. Breach of Terms and Conditions:

In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by HIMSR in that event the security deposit shall also stands forfeited.

24. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in New Delhi and all obligations hereunder shall be deemed to be located at New Delhi and Court within New Delhi will have Jurisdiction to the exclusion of other courts.

25. Other Conditions:

(i) The successful firm will be required to supply bags for a period of one year from the date of award the contract. HAHC Hospital shall, however, reserve the right to terminate the contract at any time without assigning any reason.

(ii) The items will have to be FOR HAHC Hospital. No transportation/ cartage charges will be provided for the same.

(iii) HIMSR & HAHC Hospital shall be the sole authority to cancel or amend the order, as per requirement, and also to place order for supply of item beyond office hours/holidays/place of supply for which, no additional payment shall be made.

(iv) The Tenderer shall be bound by the details furnished by him/her to the HIMSR while submitting the tender or at subsequent stage. Upon selection of the Tenderer, if at any stage, the documents furnished by him/her is found to be false or the quality of the articles or rates are found of poor quality/different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled at the discretion of competent authority and performance security shall be stand forfeited.

(v) The firm should have availability of a responsible person on call on all working days between 09:00 Hrs to 18.00 Hrs.

(vi) Order shall be issued on actual need basis. Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by HIMSR.

(vii) The Successful Tenderer shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to HIMSR.

(viii) In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The Institute reserves all right to reject the goods if the same are not found in accordance with the required description / specifications and liquidates damages shall be charged.

(ix) The Specification of the item needed is mentioned in Technical Bid (Annexure - III). The payment would be made for actual supply taken and no claim in this regard should be entertained.

(x) If a tenderer decides to withdraw from the bidding before the financial bids are opened, the HIMSR shall forfeit the EMD deposited with their technical bid.

(xi) Full description & specifications, make/brand and name of the manufacturing firm must be clearly mentioned in the tender failing which the tender will not be considered.

(xii) The rate quoted by firm should be final and typed against each item.

(xiii) Bidder must provide one (01) year warranty/ Guarantee of required materials and it will be started from the date of delivery of required materials.

Special Conditions:

(a) Freight, insurance charges, if any will be borne by the supplier, Similarly shortage, pilferage in transit will be sole responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser for resupply. The defective supply will have to be replaced by the supplier within 10 days without additional freight / transport charge.

(b) GST and other Govt. levies will be paid extra as applicable by the supplier.

(c) Delivery of goods will be taken at the risk and cost of the supplier and on F.O.R. basis to the Institute from railway / road transport.

(d) No revision in rate (on higher side) will be accepted during contract period.

(e) Order will be placed as per requirement, irrespective of value of the order.

(f) Supply should be made in full against the order and shortage will be procured from other supplier on the risk and cost of the original supplier.

(g) Supply should be made from the latest batch of production with maximum life period & original packing.

(h) The tenderer should enclose a signed copy of the terms & conditions stipulated for award of the contract, conveying his acceptance of the same.

Inspection:

(a) HIMSR shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the HIMSR.

(b) HIMSR right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by HIMSR prior to the goods shipment.

(c) No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within 10 days of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

Medical Superintendent

HAH Centenary Hospital HIMSR, Jamia Hamdard

Annexure – I

TECHNICAL BID

(Tenderer may use separate sheet wherever required)

Sr.no	Details of the Tenderer / Bidder	Page No.	Remarks
1.	Name & Address of the Tenderer/ Bidder		
2.	Whether the Firm is located in Delhi. (Yes/No)		
3.	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization		
4.	Details of the Earnest Money Deposit (EMD) (Yes/No) DD No.: Dated: Drawn on Bank: Amount: (Rupees.....)		
5.	Details of the cost of the Tender documents (Yes/No) DD No.: Dated: Drawn on Bank: Amount: (Rupees.....)		
6.	Whether each page of NIT and its annexure have been signed and stamped		
7.	Whether Bidders have quoted for every size mentioned in Annexure III (Yes/No)		
8.	List of Major Customer may be given on a separate sheet and proof of satisfactory supply, if any		
9.	Manufacturer Authorization Certificate		
10.	Last Income Tax Certificate		
11.	Copy of SGST/CGST/ST Registration		
12.	Quality Assurance Certificate (Please specify)		
13.	Have you previously supplied these items to any government / private organization? If yes, attach the relevant proof. (Also provide an affidavit that you have not quoted the price higher than previously supplied any government Institute)		
14.	Permanent Account Number		
15.	Sale Tax Registration No.		
16.	TIN No. with Proof		
17.	Name and Mobile Number of a Key person,		

	who can be contacted at any time. The person should be capable of taking orders and making arrangement for supply of the desired items.		
18.	Any other information important in the opinion of the tenderer		

- Page number/serial number may be given to each and every page of Tender Documents and photocopies of the documents attached. Mention Page number, wherever the copy (ies) of the document (s) are kept.
- In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

(Dated Signature of the Tenderer with stamp of firm)

Dated:

Place:

Annexure – II

FORMAT FOR MANUFACTURER'S AUTHORISATION

To,

Medical Superintendent,

HAH Centenary Hospital HIMSR

Jamia Hamdard, New Delhi – 62

Dear Sir,

Ref. Your NIT No _____, dated _____

We, _____ who are proven and reputable manufacturers of _____ (name and description of the Items offered in the Quotation) having factories at

_____, hereby authorize Messrs. _____ (name and address of the agent) to submit a Quotation, process the same further and enter into a Rate Contract with you against your requirement as contained in the above referred Quotation Form for the above items manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. _____ (name and address of the above agent) is authorized to submit a tender, process the same further and enter into a Rate Contract with you against your requirement as contained in the above referred Quotation Form for the above items manufactured by us.

We also hereby confirm that we would be responsible for the satisfactory execution of supply contract placed on the authorized agent.

We also confirm that the price quoted by our agent shall not exceed than that which we would have quoted directly.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs. _____

[Name & address of the manufacturers]

Note:-

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be enclosed with technical bid.

Annexure - III

Specification

S. No.	Item Description	Colour	Size	Specification
1	Bio Medical Waste Collection Bags	Yellow (Biodegradable Bag)	14" x 18", 18" x 22", 26" x 36", 36" x 48" and as per requirement	1. Plastic Bags of HDPL, LLPE, DP (Biohazard, ISO Certificate & Hospital Name should be Printed) should be biodegradable not reused plastic, bags should be superior quality of thickness of 50 micron or more thickness, non-chlorinated plastic. 2. Toxicity Test Certification approved by FDA. 3. Bags should be Autoclave & Puncture proof. 4. Should not emit thick Black smoke in incinerator. 5. Should burn without leaving traces into ashes. 6. Produced by IS/ISO certified under 17088-2008 test complies Indian Standard. 7. Aerobic Biodegradation in presence of Municipal Sewage Sludge Certification. 8. Anaerobic Biodegradation land fill conditions & All climate Condition certification. 9. The firm should be registered under Pollution Control Board as biodegradable Manufacturer.
		Red (Biodegradable Bag with Autoclave able)		
		Black (Biodegradable Bag)	18" x 18", 24" x 24", 36" x 36" 36" x 48" and as per requirement	
2.	Sharps Container	White	8 L, 5 L and 3L	1. Plastic Container Made of HDPE – SPI Resin ID Code 2 with Biohazard Sign 2. Puncture, Leak & Tamper Proof 3. Conform to ASTM Standard D1922 and D1909 4. 50% Transparency Level 5. Able to Withstand 135 ⁰ C x 31 PSI x 30 min
3.	Containers	White with Blue Markings	20L, 10L & 5L	1. Plastic Container Made of HDPE – SPI Resin ID Code 2 with Biohazard Sign 2. Puncture, Leak & Tamper Proof 3. Conform to ASTM Standard D1922 and D1909 4. 50% Transparency Level 5. Able to Withstand 135 ⁰ C x 31 PSI x 30 min

Note: Sample of every quoted Item must be enclosed with Technical Bid, Bid(s) received without sample of Item will be summarily rejected.

Date:

Place:

Name:

Business Address:

Signature of Bidder:

Seal of the Bidder:

Annexure - IV

CERTIFICATE

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

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

I also certify that firm will be supplied the item as per the specification given by Institution and also abide all the terms & conditions stipulated in tender.

I also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, any contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and Institute may imposed any action as per NIT rules.

Name:

Place: Business Address:

Signature of Bidder:

Seal of the Bidder:

Annexure - V

Financial Bid

(To be submitted on the letterhead of the company / firm)

S. No	Name	Colour	Company Name	Rate in Rs. (Per Kg.)	GST/ Taxes	Total Price (Including GST/TAX)
1	Bio Medical Waste Collection Bags	Yellow (Biodegradable Bag)				
		Red (Biodegradable Bag with Autoclave able)				
		Black (Biodegradable Bag)				
2	Sharps Container	White				
3	Containers	White with Blue Markings				

1. I/We have gone through the terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.

2. No other charges would be payable by the Institute.

Date:

Place:

Name:

Business Address:

Signature of Bidder:

Seal of the Bidder: