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OPEN-TENDER DOCUMENT

OF

**RATE CONTRACT FOR
SUPPLY OF SPECTACLES
FOR STATE HEALTH SOCIETY, NPCB,
NEW OPD BLOCK, 5th FLOOR,
EYE ENT WARD, GMSH-16,
UT, CHANDIGARH**

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CHAPTER-1

From

To

The Mission Director,
State Health Society, NPCB,
National Programme for Control of Blindness,
GMSH-16, UT, Chandigarh.

Memo No. NPCB-UT-2016/
Dated:-

Subject: -- Submission of Tender for Rate Contract for supply of Spectacles for State Health Society, National Programme for Control of Blindness, New OPD Block, 5th Floor, EYE ENT Ward, GMSH-16, Chandigarh.

Dear Sir,

With reference to your above-mentioned notice inviting tenders, I/We hereby offer the Rate Contract for supply **Spectacles** for State Health Society, National Programme for Control of Blindness, **GMSH-16**, UT, Chandigarh. I/We shall supply the material truly and faithfully as set forth in the attached terms and conditions. I/We shall be responsible for all complaints as regards the quality of product and in case of any dispute; the decision of the Mission Director, NHM, UT, Chandigarh shall be final and binding on me/us.

A Fixed Deposit Receipt No. _____ Dated _____ drawn on _____ intended for the prescribed amount of Rs. _____/- (**Rs.** _____) in favour of State Health Society, NPCB, New OPD Block, 6th Floor, EYE ENT Ward, GMSH-16, UT, Chandigarh payable at Chandigarh is enclosed, as earnest money as desired.

I/WE shall have no claim to the refund of earnest money prescribed against this tender in the event of my/our non compliance of the contract, provided such contract is implemented within the period of validity of my/our tender.

I/We further understand that my/our earnest money shall stand forfeited in case of unsatisfactory supply of material /violation of any term, or if I/We withdraw my tender at any stage during the period of validity.

My/our tender shall remain valid for a period of **90 days** from the last date prescribed for submission of the tender against the above-mentioned notice.

My/Our tender along with terms and conditions with relevant columns and annexure duly filled in under my/our attestation and with each page of the tender paper including the enclosed terms and conditions signed by me/us (in the capacity of sole owner/general or special attorney attached) is submitted for your favorable consideration.

I/We have read the enclosed terms and conditions carefully and have signed the same in token of our absolute and unqualified acceptance. My/Our tender constitutes a firm offer under the Indian Contract Act, 1872 and is open to an acceptance in whole/my/our offer, if accepted on the attached terms and conditions will constitute a legal binding of Contract Act 1872.

Thanking you,

Yours faithfully,

Place:

Date:

Signatures with stamp
& Fully Address

**TERMS & CONDITIONS OF RATE CONTRACT FOR THE
PROCUREMENT OF SPECTACLES FOR STATE HEALTH SOCIETY, UNDER
NPCB, PROGRAMME, NEW OPD BLOCK, 5TH FLOOR, EYE ENT WARD,
GMSH-16, UT, CHANDIGARH**

1. THE SEALED TENDER SHOULD BEAR THE ADVERTISEMENT NO. AND IT SHOULD BE CLEARLY MENTIONED AS TENDER FOR _____ DUE ON _____ TENDER SHOULD BE IN TWO PARTS (1) TECHNICAL BID AND (2). PRICE BID.
2. Unsealed tenders will not be entertained.
3. The tender must be accompanied with Earnest money of Rs. 3500/- in the shape of Fixed Deposit Receipt (FDR) or Term Deposit Receipt from any Scheduled Bank in favour of the "State Health Society NPCB", UT, Chandigarh valid for one year.
4. Tender without earnest money or short of it, or not in forms specified above will not be entertained and shall be rejected straightway.
5. Earnest Money deposited with State Health Society NPCB, Chandigarh in connection with any other tender case even if for same/similar material/stores by the tenderers will not be considered against this tender.
6. Rate should be quoted FOR State Health Society, NPCB, GMSH-16, UT, Chandigarh including Packing, forwarding etc.
7. Frame size: For children aged 10 to 18 years, Frame material-Good TR-90 Material with spring, 8 to 10mm side thickness in all colours Powers-From 0.25 to 10.00 Diopters spherical (+ or -) and more full cylindrical powers upto 5 Diopters as per requirement, Hard coated fiber lenses. Packing-in hard case (Dabi).
8. Sales Tax will be paid if applicable, provided it is made clear in the tender that Sale Tax will be charged extra otherwise it will be presumed that the same is included in the rates quoted. Similarly mention should be made in respect of any other tax/duty or payment etc which may be intended by the tenders to charge extra over and above the rates quoted. Actual payees receipt for such charges shall have to be provided when called for "No claim" for any charges which is/are not specified by the tenders in the tender shall be entertained at a later stage.
9. Rate should be mentioned both in figure as well as in words.
10. The Public Sector Undertaking of the Central/State Government shall be exempt from furnishing security money.
11. The Mission Director reserves all right to accept or reject the goods, if the same are not found accordance with the requirement description/specifications.

12. The Mission Director reserves all right to accept or reject any tender without assigning any reason and also has right to impose/relax any term or condition of the tender.
13. Each page of tender schedule should be signed by the tenders with seal of the firm.
14. The firms may submit their tender on or before 15-09-2016 till 11.00 AM thereafter no tender will be accepted.
15. The tenders shall be opened at 15-09-2016 on the same day i.e. 12.30 PM In the event of the date of receipt or opening of tender being declared a holiday by the Chandigarh Administration, Chandigarh, the due date of receipt/opening of the tender will be following working day at the same hours.
16. Tender brought personally should be handed over to Mr. Vijay Kumar, DEO, NPCB, New OPD Block, 5th Floor, EYE ENT Ward, GMSH-16, UT, Chandigarh.
17. Tender should be in the sealed cover in two separate Scaled envelopes one for technical bid and other for price bid. The earnest money should be attached with the technical bid and not with the price bid. Tender received without earnest money will not be entertained.
18. Advance payment through I.C. will not be made.
19. Penalty:- The Mission Director, NHM, CHC-22, Chandigarh reserves the right to impose penalty if tenderer fails to supply the material within stipulated period from the date of placing of supply order. Penalty @0.2% of value of delayed portion of supply per day subject to maximum 10% of value of delayed portion of supply order will be levied. The Mission Director, NHM, CHC-22, Chandigarh reserves the right to relax the penalty clause if there is some genuine reason for delay. The supply order will be terminated if supply is not made within stipulated period or further extended period, allowed by the Mission Director, NHM, CHC-22, Chandigarh..
20. The tender form is not transferable.
21. The rates quoted will be valid for one year from the date of the commencement of supply order and the same cannot be changed at a later stage.
22. Supply order will be placed separately
23. The rates should be quoted in Indian Currency.
24. Any conditional tender or any deviation from the terms and conditions of the tender shall be liable to be rejected.
25. The Mission Director reserves the right to purchase the material at the risk, cost and responsibility of the supplier, in case of non-supply, short supply and supplies not conforming to the specifications. All expenses including excess payment in risk purchases shall be adjusted against security deposit/outstanding payment the same shall be recoverable from the supplier.

26. In case of violation of any term and condition, security/earnest money of the tenderer shall be forfeited in full or part at the entire discretion of the Mission Director, NHM, UT, Chandigarh.
27. The supply as per specification/standard etc. shall have to be made within the stipulated period otherwise supply may be rejected and returned to the firm(s) on firm(s) expenses.
28. The rates are accepted on the distinct understanding that these are not charged higher than those charged from the DGS&D rates and other Govt. institution.
29. In case of short/defective supply the firm will be informed immediately after the supply is received in the State Health Society NPCB, Chandigarh UT.
30. The rejected supply from the Central Stores of the hospital/State Health Society, NPCB will be lifted at the entire cost and risk of the firm State Health Society, NPCB, GMSH-16, Chandigarh UT will not bear any expenses on this account. The material will be lying in the State Health Society, NPCB premises at their own risk and cost.
31. ARBITRATION: - In the event, of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever the same shall be referred to the sole arbitration of the Mission Director whose decision thereon shall be final and binding on the parties thereto. The Arbitration and Conciliation Act. 1996, deemed to have come into force on 25-01-1996 shall apply to arbitration proceeding. The expression "Mission Director Chandigarh Administration Shall include and acting/officiating Mission Director Chandigarh Administration.
32. JURIDICTION: - Any matter dispute or reference between the parties arising of this agreement/contract will have the jurisdiction of Chandigarh.
33. The Mission Director, NHM, UT, Chandigarh shall be the Competent Authority for black-listing. In normal circumstances black listing can be resorted by the Competent Authority for a period not exceeding five years ordinarily in the cases of failure or fault in the performance or responsibilities or breach of terms and conditions of DNIT or MOU or any agreement or contract as the case may be. Before an order to the effect of black-listing is passed an opportunity of being heard shall be accorded.
34. Secondly the Competent Authority may resort to black-listing for a period exceeding five years or in perpetuity if the gravity, magnitude or culpability of conduct requires stern action. An illustrative (not exhaustive) list of such acts are given below:-
 - (i) Dishonest/Fraudulent/Sharp Practices indulged in by the party concerned.
 - (ii) Misappropriation of Government Money.
 - (iii) Advancing a claim on the basis of forged documents.

- (iv) Sale or supply of spurious or adulterated or prohibited drugs, food stuffs or any such item involving the public health and public safety.
 - (v) Material concealment/ suppressions of facts or gross misrepresentation of facts.
 - (vi) Conviction for an offence involving corruption or any other serious act or conduct etc. Any other case or situation involving National Security.
 - (vii) Before giving supply order if required sample evaluation will be done by a committee and sample will have to be submitted within seven days if asked for.
 - (viii) The Spectacles of good quality from reputed firms/brand will be accepted only.
 - (ix) The total supply will be in small supply orders depending upon the number of glasses required on need leased manner.
 - (x) The delivery of spectacles will have to be made within 21 days after placing the order.
35. The supply of spectacles will be valid for a period of one year from the date of issues of supply order.

CHAPTER-2
SCHEDULE OF REQUIREMENTS

“Commercial Document containing Earnest Money and other documents including tender document duly signed by the bidder on every page” (Technical bid**)

* Financial bid should consist price schedule only.

** Technical bid should consist of the following:

- A. Earnest money as mentioned in the condition no.3 of chapter no.1 of this tender document.
- B. Income tax/updated tax return of last 2 years.
- C. **Document showing turnover of Rs. 3.5 lacs or above of the similar material.**
- D. Balance sheet for last 2 year duly audited by the Chartered Accountant.
- E. Attested photocopy of PAN Card, VAT No. & CST No.
- F. Brochure/Pamphlet of the material offered by the bidder giving full detail of brand and manufacturer name.
- G. Name, address, contact number, designation/capacity of person signing tender document.
- H. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify whether he is signing as:
 - a) A sole proprietor of the firm or constituted attorney of sole proprietor.
 - b) A partner of the firm, in which case he must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.
 - c) Constituted attorney of the firm.

Note:-

1. In case of (b) above, a copy (duly attested by a notary public of the partnership agreement or general power of attorney or affidavit (on stamp paper) by the partners, admitting execution of the partnership agreement or the General power of attorney, should be furnished.
2. In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner of the firm, a person signing the letter form or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on

enquiry it appears that the person has no authority to do so, the Mission Director, NHM, CH-22, Chandigarh may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract/intended contract at the risk and cost of such person and hold the signatory liable to the Mission Director, NHM, CH-22, Chandigarh for all cost and damages arising from the cancellation of the contract including any loss which the Mission Director, NHM, CH-22, Chandigarh may have on account of execution of contract/intended contract.

Individual signing the tender or other documents connected with the contract shall indicate the full name below the signature and must specify the capacity and authority under which he signs such document and shall also submit documentary evidence of his authority duly attested by a Notary Public.

The "Financial Bid" of only those bidders will be opened who qualify the "Technical Bid".

CHAPTER-3

Technical Specification

Frame size: For children aged 10 to 18 years, Frame material-Good TR-90 Material with spring, 8 to 10mm side thickness in all colours Powers-From 0.25 to 10.00 Diopters spherical (+ or -) and more full cylindrical powers upto 5 Diopters as per requirement, Hard coated fiber lenses. Packing-in hard case(Dabi).

CHAPTER-4

PRICE SCHEDULE

Sr. No.	Name of the Item	Qty.	Price in Rs. per unit	Amount
1.	Spectacles	1000		

Total Amount in Words = Rs. _____

Note:

1. The quoted rates should be inclusive of all taxes, levies, Octroi, Insurance, Carriage & transportation loading/un-loading, installation etc. The rates shall be net and nothing extra shall be payable over & above the accepted rates.

(Signature of the Manufacturer/Dealer)
(Seal)



National Programme for Control of Blindness

5th Floor, New OPD Block, Govt. Multi Speciality Hospital, Sector 16, U.T., Chandigarh
Phone : 0172-2778016

TENDER NOTICE

Memo No. NPCB-UT-2016/

Dated Chandigarh the/

Open Tenders are invited from the registered or their sole authorized distributors/sole agents of Rate Contract for supply of spectacles of **Rs. 1,75000/-** approximately as per detail given below:-

Sr. No.	Name of the Items	Quantity	Due date of Opening of Tender	EMD (in RS.)
1.	Spectacles	As per list available on Net	15-09-2016	3500

Terms & Conditions:-

- Tender documents for the above items can be downloaded from the following website. (www.nrhmchd.gov.in)
- The Competent authority reserves all rights to reject any or all the tenders without assigning any reason.
- **The uploaded Tender Document duly signed and stamped along with EMD, in the shape of Fixed Deposit Receipt (FDR), and other relevant documents, must be submitted in physical form, in the office of the Mission Director, NPCB, New OPD Block, 5th Floor, EYE ENT Ward, GMSH-16, UT, Chandigarh** on or before the **dated 15-09-2016 by 11:00 AM** on any working day. Tender without submission of EMD may be rejected straightway. The Technical Bid will be opened on due **date 15-09-2016 at 12.30 PM.**
- Opening of Price Bid to be intimated to all the qualified bidders separately.
- The Tenderer can approach in the office of Mission Director, NRHM, CHC-22, Chandigarh on any working day, in case any query/clarification regarding tenders.
- The information is also available at the following website:- www.nrhmchd.gov.in

Mission Director (NPCB)
State Health Society,
National Health Mission,
Sector-22, Chandigarh.