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OPEN-TENDER DOCUMENT

OF

**SUPPLY OF SURGICAL ITEMS
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,
CHC-22, Chandigarh.

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

Subject: Submission of Tender for supply of Surgical items 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 to supply of Drugs/consumables 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, NRHM, 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. 4000/- (Rupees Four Thousand Only)** in favour of State Health Society, NPCB, New OPD Block, 5th Floor, EYE ENT Ward, GMSH-16, 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:

Signatures with stamp
& Fully Address

Date:

**TERMS & CONDITIONS FOR SUPPLY OF SURGICAL ITEMS STATE
HEALTH SOCIETY, NATIONAL PROGRAMME FOR CONTROL OF
BLINDNESS, 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. 4000/-** 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. 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 It should be mentioned in respect of any other tax/duty or payment etc which may be intended by the tenderers 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 tenderers in the tender shall be entertained at a later stage.
8. Rate should be mentioned both in figure as well as in words.
9. The Public Sector Undertaking of the Central/State Government shall be exempt from furnishing security money.
10. The Mission Director reserves all right to accept or reject the goods, if the same are not found accordance with the requirement description/specifications.
11. The Mission Director reserves all right to accept or reject any tender without assigning any reason and also has right to be impose/relax any term or condition of the tender.
12. Each page of tender schedule should be signed by the tenderers with seal of the firm.
13. The firms may submit their tender on or **before 13-01-2017 till 11:00 AM**thereafter no tender will be accepted.

14. The tenders shall be **opened at 13-01-2017** 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..
15. 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.**
16. Tender should be in the sealed cover in two separate 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.
17. Advance payment through **I.C.** will not be made.
18. **Penalty:-** The Mission Director, NRHM, 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, NRHM, 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, NRHM, CHC-22, Chandigarh..
19. Tender offer should be typed and should not be hand written.
20. The tender form is not transferable.
21. The rates quoted will be valid for a 90 days 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, NRHM, 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, NRHM, 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.

35. 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.
36. The Items/Drugs Consumables with less than 2/3rd of shelf life will not be accepted.
37. The supply order will be as per requirement of department and same can be in parts.
38. The Items/drugs consumables of good quality from reputed firms/brand will be accepted only.

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 experience of supplying similar material of costing Rs. 3.00 lacs or above, in India, to at least Government/Board/Corporation/Company/Society or Council in last 3 years, with photocopies of purchase order and satisfactory performance certificate from such departments.
- 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, NRHM, CHC-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, NRHM, CHC-22, Chandigarh for all cost and damages arising from the cancellation of the contract including any loss which the Mission Director, NRHM, CHC-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

PRICE SCHEDULE

| Sr. No. | Name of Items/Drug/Medicines | Qty. | Price in Rs. per unit | Packing/ remarks |
|----------------|---|-------------|------------------------------|-------------------------|
| 1. | Microsurgical Blades 2.8/ 3/3.2 mm S.S Flat Stock with Polycarbonate Handle Bevel side up Slim and ultra thin blade | 550 | | |
| 2. | Microsurgical Blades Crescent knife SS Flat Stock with Polycarbonate Handle Bevel side up Slim and ultra thin blade | 350 | | |
| 3. | Microsurgical Blades 15 Degree S.S Flat Stock with Polycarbonate Handle Bevel side up Slim and ultra thin blade | 600 | | |
| 4. | Microsurgical Blades MVR 19/20 G/ SS Flat Stock with Polycarbonate Handle Bevel side up | 400 | | |
| 5. | Disp. Syringe 1ml Single packing with needle | 1000 | | |
| 6. | Disp.Syringe 2 ml Ribbon Packed with Needle | 1250 | | |
| 7. | Disp. Syringe 5ml Ribbon Packed with Needle | 500 | | |
| 8. | Disp.Syringe 10 ml Ribbon Packed with Needle | 875 | | |
| 9. | Disp. Needles 26 G Half inch | 1350 | | |
| 10. | Disp. Gloves Sterile 6" | 200 | | |
| 11. | Disp. Gloves Sterile 6.5 | 1350 | | |
| 12. | Disp. Gloves Sterile 7 | 125 | | |
| 13. | Disp. Gloves Sterile 7.5 | 850 | | |
| 14. | I/V set | 725 | | |
| 15. | P.C.IOL PMMA 5.5/6/6.5mm optic, 12.5/13mm over all size Square 360 edge | -- | | |
| 16. | P.C.IOL PMMA 5.5/6/6.5mm optic, 12.5/13mm over all size | -- | | |
| 17. | P.C.IOL PMMA 5.5/6/6.5mm optic, 12.5/13mm over all size Square 360 edge Aspheric optic | 226 | | |
| 18. | Micropore 1" Roll without cutter | 250 | | |
| 19. | Eye drapes Sheet 60x60cms with pouch | 750 | | |
| 20. | Polydrape Sheet | 475 | | |
| 21. | Buds johnson | 275 | | |
| 22. | Dark Goggles | 500 | | |
| 23. | 10-0 Nylon Monofilament Double armed | 120 | | |
| 24. | 4-0 Silk with needle | 80 | | |
| 25. | I/V Canula 20 No. | 500 | | |
| 26. | 11 No. Blade | 100 | | |
| 27. | BSS/Intasol | 400 | | |

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)