

DIRECTORATE OF HEALTH & FAMILY WELFARE, PUNJAB, CHANDIGARH
PARIVAR KALYAN BHAWAN SEC-34 A, CHANDIGARH

Notice Inviting Tender

Bid No. SP(4)-Pb-11/2381

Dated: - 2-5-2011

1. Sealed tenders are invited from the original manufacturers or through their authorized dealers for the supply of following materials under DHS, Pb.:-

S.No	Name of the material	Quantity to be purchased	Earnest Money Deposit
1	Steel Almirah, BIG (Size 1855x910x480 mm) as per I.S. No. 3312 of 1984 with four shelves fixed	75	Rs 15,000/-

Only those bidders are eligible for bidding who have the turn over of 50 lacs during the proceeding year and who have 3 years of experience in the concerned field. The firm will also submit two type of tenders i.e. “**Technical Tender**” and “**Financial Tender**” separately and both envelops should be put in one main envelop failing which the tender will be rejected straightway.

2. Tender document can be purchased from Room No. 505, Store Purchase (SP) Branch, at the address mentioned above w.e.f **5/5/2011** during working hours on working days from 11 AM to 4 PM on payment of Rs. 500/- (Rupees Five hundred only) in cash or by way of demand draft from any Scheduled Bank in favour of “**Director, Health and Family Welfare, Punjab**” payable at Chandigarh. Interested Bidders can obtain any further information from Superintendent, Store Purchase Branch, Room No. 505 at the above mentioned address. Bidding documents & detailed scope of work can also be downloaded from the official website www.pbhealth.gov.in and at the time of submitting the document a draft of Rs 500/- in favour of “**Director,**

Health and Family Welfare, Punjab” may also be attached as cost of the tender document failing which the tender shall be rejected straightway.

3. Bids must be accompanied by the earnest money as mentioned above in the table in the favour of “**Director, Health and Family Welfare, Punjab**” payable at Chandigarh, only Demand Draft is acceptable which will be put in a separate envelop with Technical tender failing which the tender will not be considered.
4. Bids must be put in a box placed before Room no. 505 on or before 12:30 PM on **24/5/2011 on 4th Floor** of Parivar Kalyan Bhawan and tender will be opened on the same day at 3:00 P.M in this office in the presence of the bidders, who wish to attend the bidding process. If the Government declares a holiday on the date of receipt of the bids as specified, the bids will be received & opened on the next working day at the same time & venue.
5. Complete details can be seen in the bidding documents.
6. The **Director, Health and Family Welfare, Punjab** reserves the right to accept or reject any bid without assigning any reason.
7. The Quantity of the material can be increased or decreased.
8. Sample must be provided along with the Tender at the time of submission.

**for and on behalf of
Director, Health & F.W. Punjab, Chd.**

Phone No. 0172-2605595, 2600994 Ext. 100

Fax No. 2609142

DIRECTORATE OF HEALTH & FAMILY WELFARE, PUNJAB, CHANDIGARH
PARIVAR KALYAN BHAWAN SEC-34 A, CHANDIGARH

TENDER FORM FOR THE SUPPLY OF STEEL ALMIRAH

Tender Notice No. SP(2)-Pb-2011/2381

Dated:- 2-5-2011

Start of Sale of Tender Document	5/5/2011 (11 AM to 4 PM)
Date and Time of opening of Technical Bid	24/5/2011 at 3.00 PM
Last date of sale of bid document	23/5/2011 upto 4 PM
Cost of Tender Document	Rs. 500/-
Last date and time of receipt of tender	24/5/2011 at 12:30 PM

For and on behalf of Director, Health & Family Welfare, Punjab sealed tenders are invited from the original manufacturers or through their authorized dealers for the supply of Materials as per specifications attached as in Annexure A.

1. Eligibility criteria

- i) Who has 50 lacs turnover during the preceding year of manufacturing.
- ii) **Who is the original manufacturer and having its own manufacturing unit with proof or his authorized distributor who has the original authority letter of the manufacturer to quote the tender as a dealer.**
- iii) Who has done this type of work for the last three years satisfactorily.

2. Documents required in Technical Bid only

S.No	Name of Documents Required	Attached at Page No.
1	Original Authority Letter from Principal Manufacturer in case of authorized dealer	
2	Earnest Money in separate envelop as mentioned in Annexure A	
3	Copy of Sales Tax/VAT Nos	
4	Proof of 3 years market standing (copies of supply order)	

5	Duly signed original schedule B of tender document	
6	Affidavit to the effect that the firm has never been blacklisted in any state	
7	Turn over certificate from Chartered Accountant to the effect that the turn over of the firm during the last Financial year is Rs. 50 lacs	
8	Sales Tax Clearance Certificate or latest Sales Tax Returns	
9	Certificate that the rates quoted are lowest and there are no way higher than those quoted to DGS&D/ESI Corporations or any other State Government institution.	
10	Sample of quoted product may also be submitted failing which tender will be rejected straightway	

Notarized photocopy of above said documents should be attached alongwith the Technical Tender failing which technical tender will be rejected straightway.

Note :- If the tender has been quoted by the authorized dealer then he will attach all the documents required in the tender of principal manufacturer and also submit the following documents as an authorized dealer of his own, Sales Tax/VAT/Drug License Registration, PAN Card and original authority letter from manufacturer.

3. Documents required in Financial Bid only

The firm will quote the rates in the following proforma

S.No. of the item with specifications	Basic Rate	Excise Duty	Discount if any	Sales Tax/VAT	Any other tax	Total Rate (inclusive of all taxes)

- Rates should be quoted at FOR destination any where in Punjab.
- Certificate that the firm has not supplied the material at lesser rate to any State or Govt. Institutions, Corporation/Hospitals in the State before it and will not supply at lesser rate than it.
- Validity of rates should be one year from the date of opening of the technical bid.
- Any omission in filling the columns of units and rates inclusive of taxes shall altogether debar quotations/tender form being considered.

- Minimum delivery period must be quoted clearly in the offer.
- In complete or conditional offer incorporating price maintained and force majeure etc. will not be entertained.
- **Financial tender required to be furnished by the firm should be in duplicate i.e. one original and one duplicate, sealed separately and put in one envelope bearing mark "FINANCIAL TENDER".**
- In complete or conditional offer regarding quoted rates will not be entertained.

for and on behalf of
Director, Health & Family Welfare, Punjab, Chd.

General Terms and Conditions for the Tenderer

1. The firm will submit two type of tenders that is Technical Tender and Financial Tender separately and both the envelops should be put in one main envelop failing which the tender will be rejected. The tender must be super scribed as **“TENDER FOR THE SUPPLY OF STEEL ALMIRAH DUE ON 23/5/2011”**
2. Tender document can be purchased from Room No. 505, Store Purchase (SP) Branch, at the address mentioned above w.e.f 5/5/2011 during working hours on working days from 11 AM to 4 PM on payment of Rs. 500/- (Rupees Five hundre only) in cash or by way of demand draft from any Scheduled Bank in favour of “Director, Health & Family Welfare, Punjab” payable at Chandigarh. Interested Bidders can obtain any further information from Superintendent, Store Purchase Branch, Room No. 505 at the above mentioned address. Bidding documents & detailed scope of work can also be downloaded from the official website www.pbhealth.gov.in and at the time of submitting the document a draft of Rs 500/- in favour of “Director, Health & Family Welfare, Punjab” may also be attached as cost of the tender document failing which the tender shall be rejected straightway.
3. Bids must be accompanied by Earnest Money Security as mentioned in the table in Annexure A in the favour of “Director, Health & Family Welfare, Punjab” valid for six months and payable at Chandigarh, only Demand Draft is acceptable which will be put in a separate envelop failing which the tender will not be considered.
4. In case, the date of opening of tender a holiday is declared by the Government, the same will be opened on the next working day at the same time & venue.
5. Any tender which is not on the proper tender form, will not be considered.
6. Tender received after 12:30 pm on the due date will not be entertained.
7. Firm will not quote the prices in the technical bid. Rates should only be quoted in financial bid failing which offer will not be accepted.
8. All disputes will be settled within the jurisdiction of the Head quarter of the Director, Health & Family Welfare, Punjab.
9. The envelope of financial tender will be opened only in respect of those firms whose technical tenders are found valid.

10. The Director, Health & Family Welfare, Punjab has no binding to accept the lowest tender and reserve the right to reject any or all tenders without assigning any reason, reserve the right to amend the terms and conditions of the contract.
11. All the columns of the tender form shall be duly and exhaustively filled. The rates & units mentioned should not be over written and tender with cuttings and over writings in rates and units will be rejected. Rates should always be mentioned both in figures and words.
12. The bidder should put his initial on all the corrections, cuttings and over writings other than in rates and units.
13. No tender will be considered unless and until all the documents are properly signed on each page by the authorized signatory of the firm.
14. In the event of tender being accepted, the quotations will be converted in to a rate contract for one year from the date of opening of the technical bid, which will be governed by the terms and conditions of the tender form Schedule 'A' & 'B' attached.
15. The tenderer should certify in an unequivocal terms that the Material offered are strictly as per N.I.T specifications laid down by this office.
16. The tender of only those firms will be considered which will submit their Technical Tender and Financial Tender separately, according to the terms and conditions.
17. Tenders/offers of the firms which do not conform to the NIT specifications/rules, terms and conditions will be ignored and rejected.
18. Minimum delivery period must be quoted clearly in the offer.
19. Sample of the quoted product must be attached alongwith the technical tender failing which the tender shall be rejected straightway.

for and on behalf on
Director, Health & Family Welfare, Punjab, Chd.

SCHEDULE "B"

'CONDITIONS OF CONTRACT'

1. This contract will be valid for _____ months from the date of signatures _____ but in the event of any or of the terminated summarily by the Director, Health & Family Welfare, Punjab (INDIA) from shall be notified forth with by the contractor in writing to the authority sanctioning the contract and such change shall not relieve any former member of the firm from any liability under contract.
2. The contractor will supply nothing but genuine articles e.g. described in column 2 of Schedule A, from time to time in such quantities as may be entered. In the indents sent at the rates set forth in column 3 of Schedule A for use in Government Hospitals under the administrative control of Government of the Punjab as may be required by the indenting officers mentioned in Schedule thereto annexed on behalf of the Government. Requisitions from officers not mentioned in schedule thereto annexed should before compliance be sent to the Director, Health & Family Welfare, Punjab Chandigarh for the sanctions of the Officer approved or advised accordingly. No guarantee can be given as to the quantity which will be ordered during this period. But the purchaser undertakes to order from the contractor all stores as detailed in the Schedule-A which he required to the purchase, except that he reserves to fulfil all the right of placing the contract with one or more contractors as he may think fit and in consideration of this undertaking by Government. The contractor binds himself not to revoke this contract during the said period. The quantities of stores given in the tender are approximate only.
3. The articles to the supplied under this contract will be of the quality equal and answerable in every respect to the specifications given in the list accompany in the tender and approved by the Director, Health & Family Welfare, Punjab. The contractor will be responsible for all the complaints as regards the quality. In case of dispute regarding quality of articles, the decision of Director, Health & Family Welfare, Punjab Punjab will be final and binding on the contractor. It will be open to Director, Health & Family Welfare, Punjab to send samples submitted by the

tenderer/contractor to any laboratory and chemical analyses and expenses will be borne by the contractor/tenderer. No new partner shall be accepted in to the firm by the contractor in respect of this contract unless he/they agree to by all abide by agreement to this affect. The contractor's receipt of acknowledgement or that of any partners subsequently accepted as above shall bind all of purpose of the contract.

4. The Director, Health & Family Welfare, Punjab may be notified in writing to call upon the contractor to supply additional articles to new samples, and upon such notice in writing the samples send of all samples being in all respect of the same quality as for supplied.
5. The contractor will be responsible for being loss in transit and shall replace goods broken for last within 10 days from the date of notice thereof.
6. Unless when specifically ordered otherwise in the order accompany the indent all goods must be dispatched within 14 days of the receipt of the indent by the contractor.
7. Conditions as to time for performance whether laid down, therein or any indent shall be always regarded as the essence of the contract.
8. The Director, Health & Family Welfare, Punjab or any representative of any of the experts attached to the Health Department Punjab or the Indenting Officer or any other person duly authorized in writing by the Director, Health & Family Welfare, Punjab shall have the power to inspect the stores before, during or after manufacturer, the collection, the dispatch, transit or arrival and to reject the same or any part of portion after the writing approval of the Director, Health & Family Welfare, Punjab, if he or they be not satisfied that the same is equals or according to the samples submitted by the contractor. Contractor shall not charge or be paid for supplies rejected as above and such supply shall be removed by the contractor at once and at the expense, the rejected supplies may suffer from any harm that so ever incidental to a full and proper examination and rest of such supplies. Government shall not be under the liability whatever for rejected supplies and the same will be at the contractor's risk. Rejected supplies shall be removed by the contractor within 10 days after notice has been issued to him of such rejected and

- failing such removal rejected goods will be at the contractor's risk and government may charge the contractor rent for the space occupied by such rejected goods.
9. The contractor shall provide without any extra charge all material tools, labour and assistance of every kind which aforesaid officer may consider necessary for any test for examination which he may require to be made in the contractor's premises and he shall pay all cost attended thereon. In case of stores inspected at manufacturer's premises, the manufacturer shall provide all facilities including testing, appliances for making necessary test other than special test of independent nature. Failing this facility at his own premises for making the test, the contractor shall bear the cost for carrying out the test elsewhere. The contractor shall also provide and deliver free of charge at such place as the aforesaid officer may direct such material as he may require for the test by chemical analysis or independent testing machine. If for the purpose of determining the quality of stores.
 10. The aforesaid officer finds it necessary to have the store tested at the test house or laboratory, all expense incidentals to the test shall be borne by the contractor. On the failure of the contractor to pay the expenses within 10 days of the receipt of the intimation in this behalf from the indenting officer, the Director, Health & Family Welfare, Punjab have the right to deduct the amount from security deposited by the contractor and if the amount so deducted is not deposited by the contractor within 10 days the Director, Health & Family Welfare, Punjab may treat the deposits a breach of the agreement and proceed under clause 1 of the agreement without further notice. Further the aforesaid officer shall have the right to put all articles or materials to such test as he may think proper for the purpose ascertaining whether the same are in accordance with the specifications or sealed sample mentioned in the tender as to cut of to destroy any portion not exceeding to 2% from each delivery for such purposes. The quantity so cut out or of and whether destroyed of aforesaid shall be replaced by the contractor free of charge.
 11. Packing cases of containers, gunny bags, etc. which may be used for purpose of packing and which are delivered with stores will not be returned and paid for unless specially stipulated and at then at contractor's expenses.

12. Unless otherwise specified in the requisition bill for the whole of the goods referred to in such indent in triplicate will be prepared and submitted by the contractor to the consignee for direct payment under intimation to the Director, Health & Family Welfare, Punjab, the full amount will be paid on receipt of stores in good condition after their verification as regards specifications etc.
13. Should the payment of any bill be not made within three months from the date of its submission, the party to whom the bill was forwarded should be addressed first failing satisfaction. The matter should be reported the Director, Health & Family Welfare, Punjab Chandigarh, all such complaints should given:-
 - I. The number and date of the requisition;
 - II. The designation of the requisition officer;
 - III. The designation and address of the consignee;
 - IV. The designation and address of the officer to whom the bill was sent by the contractor.
 - V. The No. & Date of the bill on which the bill was sent to the officer mentioned in (IV).
 - VI. Full reference to reminders, if issued.
14. With every dispatch of goods or material under this contract, invoices in triplicate will be prepared by the contractor. Invoices, in duplicates are to be sent by the contractor to the Indenting Officer, the duplicate to be returned received duly noted thereon and the third copy to be sent by the contractor to the Director, Health & Family Welfare, Punjab Chandigarh for the record in his office
15. Railway receipt will be forwarded to the consignee immediately after dispatch of stores, should any demurrage charges be incurred owing to delay on the part of the contractor in forwarding the railway receipt, the amount of such charges will be deducted from the bill.
16. The contractor shall dispatch material "Freight Paid" in all the cases where their offer is F.O.R. destination. In the event of their failure to do so a penalty of 5% will be charged on the amount paid as freight by the indenting officer on their behalf.

17. The contractor will send to the Director, Health & Family Welfare, Punjab quarterly statement of the goods supplied under this agreement in the following performa:-

Name of Indent Remarks	Name of articles	Qty. or no.	Value	supplied
				Supplied & to Whom supplied & Where

18. All dispatches will be made at contractor's risk, at the expense of the contractor.

19. This is subject to the condition that the materials are securely packed by the suppliers in the containers and the consignment is accepted by the carriers without any adverse remarks as to packing or the condition of the containers. In case of any adverse remarks the responsibility, with the losses in transit, will rest with the supplier.

20. If during the currency of the contract, the specification of any article or articles to be supplied there under to be change the contractor shall continue to comply with demands for the supply of the said articles in accordance with the new specifications at the rate to be mutually agreed to intermitting at the time of such change and in default of such agreement, the contract in so far as it relates to the said article in respect of which no agreement has been arrived at shall terminate, but no such change shall affect the supply of any other articles under the contractor or entitle, the contractor to any compensation.

21. In the event of withdrawal or discontinuance of any article or articles and consequent ceasing of or reduction in demand, the contractor shall not be entitled to any compensation Government will however, make all reasonable endeavors to give warning of any impending complete withdrawal or of any reduction seriously effecting quantities likely to be required under contract, should the contractor failed to deliver or dispatch, stipulate in supply the delayed consignment will be subjected to 0.5% penalty per consignment per week recoverable on the value of the store supplies. In case of non-payment by the contractor, recovery will be made from his bills or amount of earnest money or security deposited with the Director, Health & Family Welfare, Punjab provided also that :-

- a) No recovery of penalty will be made if the delayed supplies are accepted by extending the delivery period either by the indenting officer or the Director, Health & Family Welfare, Punjab Chandigarh.
 - b) The indenting officer will also extension upto 48 weeks on the request of the supplier by recording in writing that the exceptional circumstances were beyond the control of the supplier and there was no loss in Government but where the delay on the part of the supplier is more than two weeks the matter for extension in delivery period will be referred by the indenting officer to the Director, Health & Family Welfare, Punjab Chandigarh with a certificate that there are genuine reasons for delay on the part of the supplier and no loss will result to the Government in case extension in delivery period is allowed. The case will be decided on merits.
 - c) On the failure of supplier to make supply within the extended period on receipt of such information the office of the Director, Health & Family Welfare, Punjab Chandigarh risk purchase at the cost thus incurred will be recovered from the supplier in a suitable manner and even from his pending bills, earnest money or security whichever is available. The procedure will be adopted after sending registered notice to the supplier to supply within 14 days.
22. The contractor acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to made or furnished one with all the terms, clauses, conditions, specifications and other details of the contract and the contractor shall not plead ignorance of any of those as excuse in case of complaint against or on rejection of supplies tendered by him or with a view either to asking for enhancement of any rates agreed to in the contract or to evading any of his obligations under the contract.
23. No payment will be made in advance for any supplies under this contract.

24. (i) The contractor shall not
- a) Assign or subject the contract without written approval of the officer sanctioning the contract.
 - b) Disclose details of the conditions governing this contract to unauthorized persons indenting against this contract is permissible only for the bonafide use of Government deptt. & quasi public and not private parties or for the private use of the Government Hospitals.
 - c) In the event of the contractor failing duly and properly to fulfill or committing breach of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejection here under or failing declining neglecting or delaying to comply with any demand of requirement or otherwise not executing the same in accordance with the terms of this contract or by the contractor or his agents or servants being guilty of fraud in respect of the contract or any other contract entered into by the contractor or any of the offering any bribes, gratuity, gift, loan pre-requisite, reward, or advantage precautionary or otherwise to any person, officer or in the employment of government in any way relating to such officers or person or persons, office or employment or if the contractor or any of his partners become insolvent or apply for relief as insolvency debtor or commence any insolvency proceedings or make any composition with his their creditors remedies otherwise, Government shall be entitled to terminate this contract forthwith forfeit the security and to blacklist this contract and purchase or procure or arrange from Govt.'s stocks or otherwise at the contractor received at the absolute discretion of the Director, Health & Family Welfare, Punjab Chandigarh as regards the manner, place to the time of such purchases such supplies have not been supplied or have been rejected under this agreement or are required subsequently by Govt. there under in case where is necessary replacement are made together with all incidental charges.

d) Expenses shall be recoverable from the contractor on demand and may thus accrue to Government. The termination of this contract in whose part under these conditions shall not be affected by the accepting meanwhile or subsequent or supplies accepted or made at any station whether in ignorance of termination or otherwise.

25. If any question, difference or objection whatsoever shall arise, in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights duties or liabilities of either party then save in so far as the decision of any such matter is hereinbefore provided for and has been so decided, every such matter including whether it terminated or has rightly been terminated in whole or part and as regard the rights and obligations of the parties as the result of such termination shall be referred for arbitration to any officer appointed by Punjab Govt. and his decision shall be final and binding and where the matter involves a claim the amount, if any, awarded in such arbitration shall be recoverable in respect of the matter so referred.

26. If the price of a contracted articles are controlled by Govt. the payment will in no case be made at higher rate than the controlled rates.

In witness thereof the parties have herein to set their bonds on the dates indicated below:-

1. (In case of the firm)

Signed by the above named firm of _____

_____ through _____

_____ partner of the firm.

2. (In case of the company)

The seal of the _____
company ltd. Was affixed by virtue of the resolution of the board No. _____
_____ dated _____ the _____ day of
_____.

Dated	Seal	Director's Signature Secretary Signatures
Dated (In either case In the presence of		1) Signature address Description Address Description Signed by Signature of