

DIRECTORATE OF HEALTH & FAMILY WELFARE, PUNJAB, CHANDIGARH
PRIVAR KALYAN BHAWAN, SECTOR 34-A
SHORT TENDER NOTICE INVITING TENDER
BID NO. SP (4)-Pb.-10/ **Dated, Chandigarh the**

Properly sealed tenders superscribed as "Tender for the purchase of Waste Hypofixer and used X-Ray films" will be received by the Director, Health & Family Welfare, Punjab, Chandigarh upto 24-8-2010 at 2:30 PM and will be opened on the same day at 3.00 PM.

2. The rates on per Kg basis/per litre basis may be quoted for both the items separately. Material has to be collected from the all institutions falling under the control of this office/department in the whole State of Punjab and tender will be valid for two years from the date of acceptance of Tender.

3. The firm will also submit two types of tenders i.e. "**Technical Tender**" and "**Financial Tender**" **separately** and **both envelopes should be put in one main envelop** failing which the tender will be rejected straightway. All the corrections in the Financial tenders must be signed by the tenderer.

4. Tender documents can be purchased from Room No. 505, Store Purchase Branch at the address mentioned above w.e.f. during working hours on working days from 2.30 PM to 4.30 PM on payment of Rs. 500/- (Five hundard only) in favour of " Director Health and Family Welfare Punjab, Chandigarh " Interest bidders can obtained any further information from Superintendent Store Purchase Branch, Room No. 505 at the above mentioned address. Bidding dacuments & details can also be downloaded from the official website [www. pbhealth. gov. in](http://www.pbhealth.gov.in) and at the time of submitting the documents a draft of Rs. 500/- in favour of Director Health and Family Welfare Punjab, Chandigarh may also be attached as cost of the tender documents failing which the tender shall be rejected straightway.

5. Bids must be accompanied Earnest Money of Rs. 10,000/- in the favaour of "**Director Health and Family Welfare Punjab, Chandigarh**" valid for **6 months and payable at Chandigarh**, only Demand Draft is acceptable which will be put in a seprate envelop failing which the tender will not be considered.

6 Bids must put in a box placed before Room No. 505 on or before 24-8-2010 at 2:30 PM on 5th floor of Privar Kalyam Bhawan and tender will be opened on the same day at 3.00 PM in Room No . 322 on 2nd floor 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. Conditional tenders and tender submitted telegraphically will be rejected.

7. Bank Guarantee equivalent to Rs. 20,000/- will be submitted to this office by the firm in whose favour the rate contract of Waste Hypofixer and Used X-ray Films is to be issued.

8. An affidavit to the effect that in case the tender is accepted, collection of the material should be collected by the firm from the institutions falling under the control of this office/department in the whole State of Punjab.

9. The DHS Punjab reserves the right to accept or reject and bid without assigning any reason and may approved any other party for purchase of the items at any stage.

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

DIRECTORATE OF HEALTH & FAMILY WELFARE, PUNJAB, CHANDIGARH
PRIVAR KALYAN BHAWAN, SECTOR 34-A
In NOTICE FORM
TENDER DOCUMENT NO. 1ME/2010-11

1. Quotations must be enclosed in a properly sealed envelope addressed to the Director, Health Services, Punjab (by designation and not by name). The quotation must be super scribed "Quotation for the Disposal of Wasste Hypofixc and used X-Ray Films" as called in Tender Notice No. 1 M.E./2010-11. The quotations must reach in the office of the Director Health & Family Welfare, Punjab on or before 24-8-2010 at 2:30 PM as mentioned in the tender notice and will be opened on the same day at 3.00 PM.
2. In the event of the quotation being submitted by a firm, it must be signed separately by each member thereof, on in the event of absence of any partmenr it must be signed on his behalf by a person holding a power of attorney authorizing him to do so or in the case of a company the quotations should be executed in the manner as laid down in the said company's Articles of Association. The signature on the quotation should deemed to be the authorized signatures.
3. All The columns of the quotation form should be duly, properly and exhaustively filled in. The rates and units shall not be overwritten & be both written in figures and words. The word "No quotation" shall be written across any or all of the items in the schedule for which a tenderer does not wish to tender.
4. Any omission in filling the columns of "units" and "rates" should altogether debar a quotation from being considered.
5. All Corrections must be signed by the tenderers.
6. A sum of Rs. 10000/- must be deposited as earnest money in the form of Demand Draft pledged to the DHS, Punjab for each item and receipt must accompany the tender failing which the tender will be rejected. The said amount will be regarded as forfeitable to government in case any successful tenderer fails within the time fixed by the DHS, Punjab either to sign the contract on terms contained inthe Notice Inviting Tender form and conditions for contract referred in the invitation of tenders or to pay the addition security referred to in the next clause below.
7. D.H.S. Punjab will have to right to reject all or any of the quotations without assigning any reason.
8. No tender will be considered unless and until all the documents are properly signed.
9. In the event of tender being accepted, the quotations will be converted into a contract which will be govered by the conditions (Schedule -B) read with terms and conditions.

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

12. Director, Health Services, Punjab reserves the right to amend the terms and conditions at any time after the issue of notice.
13. Incomplete or conditional offers incorporating price maintained & force majeure etc. will not be entertained.
14. The firm should have an authorization from the State Pollution Control Board to lift hazardous waste material under the Hazardous Waste (management and Handling) Rules, 1989 and Environment (Protection) Act, 1986, otherwise the tender/offer will be ignored.
15. Rates quoted in the tender shall be both in figures and words.
16. All disputes will be settled within the jurisdiction or the Head quarter of the Director, Health and Family Welfare, Punjab, Chandigarh.

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

DIRECTORATE OF HEALTH & FAMILY WELFARE, PUNJAB, CHANDIGARH
PRIVAR KALYAN BHAWAN, SECTOR 34-A
Schedule - A

I/We hereby quote to purchase the goods & materials specified in the under written schedule in the manner in which & within the time specified as set forth in the conditions of contract of paras _____ to _____ at the rate given in the schedule below. The conditions or paras _____ to _____ will be binding upon me/us in the event or acceptance or my/our tender. I/We hereby enclose herewith deposit receipt form a sum of Rs. _____/- as earnest money & should I/We fail to execute an agreement embodying the said conditions & deposit security/Bank Gurantee as laid down in the form within 10 days of the acceptance of my/our tender. I/We hereby agree that the above sum of security money shall be forfeited to Director, Health & Family Welfare, Punjab in case of non lifting of the material.

Sr. No.	Gen Description of Stores	ISI Spee. No.	Tender rate	Unit per liter	Packing	Name Manufacture of the country of manufacture
1.	2.	3.	4.	5.	6.	7.

- | | | |
|-----|----------------------|---|
| i) | Waste
Hopofixer | 1) Automatic
(CT Scan & NRI)
2) Mannual |
| ii) | Used
XRy
Films | 1)Automatic
(CT Scan & NRI)
2) Mannual |

E. and O.E

All rates for lifting the material from the destinatin shuld be free transporation charges.

Dated the _____ date of

Signatures

Address _____

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 and Family Welfare, Punjab, Chandigarh 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 and 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 Mission Director, NRHM 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 Mission Director, NRHM Punjab will be final and binding on the contractor. It will be open to Mission Director, NRHM 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 Mission Director, NRHM 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 Mission Director, NRHM 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 Mission Director, NRHM 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 Mission Director, NRHM 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 Mission Director, NRHM 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 Mission Director, NRHM 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 Mission Director, NRHM 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 Mission Director, NRHM 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 Mission Director, NRHM 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 Mission Director, NRHM, 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 Mission Director, NRHM, 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 Mission Director, NRHM 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 Mission Director, NRHM 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 Mission Director, NRHM 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 Mission Director, NRHM 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