

**EMPLOYEES' STATE INSURANCE CORPORATION
STATE MEDICAL COMMISSIONER OFFICE
SHASTRI NAGAR, JAMMU**

TENDER FORM

FOR

SPECTACLES

(RATE CONTRACT – 2017-18)

**STATE MEDICAL COMMISSIONER
EMPLOYEES' STATE INSURANCE CORPORATION
10-B RADHA BHAWAN,
SHASTRI NAGAR, JAMMU-180004**

TENDER DOCUMENT FOR SUPPLY OF SPECTACLES

Sealed tenders are invited by the State Medical Commissioner (Jammu and Kashmir) from the registered (Central/State) Firms/Contractors, who are having permanent place of business in Jammu for the supply of spectacles for ESI Beneficiaries in Jammu division.

Schedule dates for the tenders are as follows:

1. Tender documents available at ESIC Website (www.esicjk.org) : From 01.05.2017
2. Last date and time of submission : 16.05.2017 upto 1.00
p.m of completed Tender forms
3. Date and Time of opening of Tender : 16.5.2017 at 3.00 p.m.

STATE MEDICAL COMMISSIONER

GENERAL INSTRUCTIONS TO BIDDERS

- 1) Bids are to be submitted in the Tender form prescribed, which will be available on ESIC website www.esicjk.org and www.esic.nic.in
- 2) The bidder shall furnish, as a part of his bid, Earnest Money Deposit of (EMD) Rs.10, 000 /- (Rupees Ten thousand only) along with the tender by way of Demand Draft issued by a scheduled bank and drawn in favour of ESIC Fund A/c. No.1, Payable at Jammu. No interest shall be payable to the Bidder on this amount.
- 3) i) The EMD will be forfeited.
 - (a) If a bidder withdraws his bid during the period of bid validity specified by the ESIC in the tender form.

(OR)
 - (b) In case of a successful bidder if the bidder fails to furnish performance security:

(OR)
 - (c) If at any stage, any of the information/declaration given/made by the bidder is found to be false/incorrect or any information is hidden.
 - ii) Unsuccessful bidders: EMD will be discharged/returned after tender process is completed.

Successful bidder's EMD will be discharged upon signing the contract and furnishing performance Security.
- 4) The bidder should have local outlet in Jammu to facilitate quick supply of the consignment. The tenderer should have a permanent place of business in Jammu. Complete Postal Address, Telephone/Mobile/Fax/E-mail address, etc. should be provided while submitting the completed Tender form along with Name and Designation of the contact person.
- 5) The bidder should ensure that all pages are serialized & signed by the bidder or his duly authorized signatory.
- 6) i) The bidder shall fill-in the price schedule giving complete breakup of prices. Basic Price, actual amount of taxes with percentage, duties, etc. levied or leviable should be shown separately.
 - ii) The applicability of Sales Tax/Central Sales Tax/VAT etc be mentioned specifically in the price schedule along with basic price and actuals. This State Medical Commissioner reserves the right to avail the benefit/concession in ST/CST on timely submission of relevant ST/Declaration forms, as applicable under the rules.
 - iii) If taxes are not quoted separately then price quoted will be taken as inclusive of all taxes.
 - iv) In case of any reduction in taxes and/or duties, the supplier shall pass on the benefit to

the purchaser.

- 7) The rates will be valid for a period of one year from the date of finalization of rate contract by SMC Office, which may be extended for further period, not more than one year, on satisfactory performance of contract and at the discretion of the State Medical Commissioner, on same terms and conditions, if the supplier agrees.
- 8) The tender application form and related documents along with the requisite EMD shall be deposited on or before the due date in the box kept for the purpose in a sealed envelope super scribed, "Tender for Rate Contract of Spectacles".
- 9) The purchaser reserves the right to accept or reject any bid/all bids without assigning any reason thereof at any time prior to award of Contract.
- 10) The bidder should quote the rates of the items shown in "Annexure-A" and submit the tender documents with signature on all pages along with rubber stamp of bidder or the authorized person along with seal of the company.
- 11) Bids will be valid for 120 days from the date of tender opening.
- 12) Eligibility Criteria:
 - a) Authenticated copy of Income Tax return /Balance sheet and Profit and loss account for the last 2 years prior to the date of tender opening.
 - b) Copies of Registration certificates with appropriate authorities.
 - c) Experience/ performance certificates of last 3 years of similar nature.
- 13) Amendments of Tender Document

At any time prior to the last date for submission of bids, the purchaser may modify the tender document by amendment for any reason whatsoever. All prospective bidders who have purchased tender documents will be notified of the amendments and the amendments shall be binding on them. In order to allow the prospective bidders reasonable time to take the amendments into account in preparing their bids

DOCUMENTS COMPRISING THE BIDS:

The bid prepared by the bidder shall comprise of the following components:-

- a) Earnest Money Deposit (EMD) in the form of a crossed bank draft issued by a scheduled bank in favour of "ESIC Account No.1", payable at Jammu.
- b) Declaration in the form of an affidavit that the bidder is eligible to bid and the bidder must specifically mention against each of the essential qualifications given in the tender notice that he fulfills these qualifications. He is not black listed by any organization/Hospital.
- c) Tender form, price schedule and certificate from the bidder complete in all respects.
- d) Tender is a two bid system, therefore, the tenderer shall seal technical bid and price bid separately and enclose in an envelop, duly marked as tender for Rate Contract for spectacles.

14) SEALING AND MARKING OF BIDS :

- i) The bidder shall seal both the technical and price bid separately in Two inner envelopes and enclose both bids in single envelope, duly marking the envelope as “Tender for Rate Contract of spectacles” submitted by firm Name.
- ii) A) The envelopes shall bear the tender number and be addressed to the Purchaser at the following address :-

The State Medical Commissioner
Employees’ State Insurance corporation
10/B, Radha Bhawan,
Shastri Nagar, Jammu.

B) The outer envelope shall bear the date of opening.
- iii) The inner and outer envelope shall also indicate the name and address of the bidder.
- iv) If the outer envelope is not sealed and marked, the Purchaser will assume no responsibility for the bids misplacement or premature opening.
- v) Bids by Telex/Cable/E.mail/Facsimile bids will be rejected.

15) . OPENING OF BIDS BY THE PURCHASER :

- i) The Purchaser will open all the bids on the dates specified in the presence of bidders’ or their representatives who choose to attend the tender opening at the following location :-

“SMC Office, Jammu”

The bidders representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of tender opening being declared as a Holiday for the Purchaser, the bids shall be opened at the appointed time and location on the immediate next working day.
- ii) The bidder’s names, bid modifications or withdrawals and presence or absence of requisite EMD and such other details as the Purchaser, at his discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening except for late bids, which shall be returned un-opened to the bidder.

Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.

16) PRELIMINARY EXAMINATION :

- i) The Purchaser will examine the bids to determine whether they are complete in all respects, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether bids are in order.

- ii) Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one that conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning EMD, performance security, force majeure, applicable laws, taxes and duties will be deemed to be a material variation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- iii) If a bid is not substantially responsive, it will be rejected by the Purchaser and shall not subsequently be made responsive by the bidder by correction of nonconformity.

18) EVALUATION OF BIDS :

- i) The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive according to the relevant clauses.
- ii) The bids will be evaluated in accordance with the predefined procedure by a Committee duly constituted by State Medical Commissioner.
- iii) The Purchaser's evaluation of a bid will take into account all the relevant Technical specifications and demonstration/inspection of the product. Those bidders who qualified the technical evolution only their price bids shall be opened and processed.

TERMS AND CONDITIONS OF CONTRACT

- 1) In this contract, the following terms shall be interpreted as indicated.
 - a) The "Contract" means the document forming tender letter of acceptance there of and agreement entered into between the purchaser and supplier.
 - b) The "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligation.
 - c) The "purchaser" means the organization purchasing the goods namely SMC, office, Jammu.
 - d) The "Supplier" means.
 - i) The individual Supplying goods under the contract and shall also include his legal Representative.
 - ii) The company supplying the goods and to include its successors.
 - iii) Such permitted assignees of such individual, Firm or Company, if permitted by the purchaser.
 - iv) "Final acceptance" means acceptance of goods supplied by the supplier as per specifications given in the tender documents, supply order and inspected, accepted and signed off by the purchaser.
- 2) i) The successful bidder will be required to deposit security money of Rs.10,000/- (Rupees Ten thousand only) within specified period and on failure, the offer of contract will be cancelled without further reference and the Security Deposit shall be forfeited in Full.

- ii) The security money so deposited by the successful bidder will be retained by the ESIC till completion of the contract and will be released there after (without interest) on claim subject to the adjustment of any claim of ESIC, arising out of terms & conditions pertaining to the tender/Contract. No interest shall be payable by the purchaser on this amount.
- 3)** (i) The contract, by the purchaser on this account will be initially for a period of one year from the date of award subject to continuous satisfactory performance and on failure of this aspect by the contractor, the purchaser reserves the right to terminate the contract. This initial period of one year at the same terms and conditions can be extended for such further period of one year by the purchaser on mutual consent, but not more than two extensions will be given.
- (ii) The price of items shall be as given in the schedule to this contract.
- (iii) Prices charged by the supplier for the goods delivered shall not vary from the prices quoted by the supplier in his bid (schedule) with exemption of change in duties and taxes.
- 4)** The supplier shall enter into a contractual agreement with the purchaser and the cost incurred in this connection shall be borne by the supplier.
- 5)** i) Timely supply of quality items is the essence of the contract. The supplies shall be delivered within 07 days from the date of dispatch of the order. If the supplier fails to execute the supply order within the stipulated date, penalty of 2% of the value of the order calculated at the contracted rate per week or part there of will be levied; the maximum penalty for late supply shall, however, not exceed 10% of the total value of the order.
- ii) If the items are not supplied by the scheduled date, the order in respect of the quantity not supplied is liable to be cancelled at the supplier's risk and expenses. The additional expenditure if any, involved in procuring similar supplies from other sources shall, in that case, be recoverable from the supplier from any amount payable or Security Deposit.
- 6)** i) Bills for the supplies should be submitted along with the supplies but in any case not later than 7 days from the date of supply. The stamped pre-receipted bill in triplicate in the name of State Medical Commissioner, Jammu/IP along with a copy of the receipt showing delivery of goods ordered, obtained from him. Order No. & date shall appear in all correspondence, delivery challans and invoices.
- ii) Bills shall be prepared in whole rupees i.e. (fraction of Rupee below 50 Ps. to be ignored and 50Ps. above be rounded to the next higher rupee).
- 7)** Items supplied should not be older than 1/6th of its shelf life from the date of manufacture.
- 8)** The supply of spectacles should be engraved "ESIC-SUPPLY" on each frame.
- 9)** The contractor or his representative has to visit to the ESIC Institutions in Hyderabad at least once in a week to collect the prescriptions and supply to the satisfaction and within the due date prescribed by the Ophthalmologist of the ESIC Institute.
- 10)** The supply of frames are subject to verification of the samples submitted by them from time to time by concerned Ophthalmologist of the ESIC Institutions in Hyderabad.
- 11)** i) Part supply should be avoided as far as possible. In case of part supply of any items mentioned

in the supply order or either quantity/goods requisitioned, the supplier shall mention specifically when the balance will be supplied but supply all items so left out should be made, in any case not later than 14 days of initial supply, failing which the portion not supplied will be deemed to have been cancelled, and shall be treated as failure to supply. In this regard please also see clause 5, above.

- ii) Bills for part supply shall not normally be admitted for payment. Bills normally shall be preferred only after executing the supply order in full. The items should be delivered at SMC office/ Hospital Stores (Door Delivery at Supplier's Cost) or to insured persons directly against the valid permission.
 - iii) In case of failure of supply, the goods as per the supply order, the supply order shall be placed either on the next lowest rate supplier/bidder or any other sources available and difference of price will be recovered from the supplier either from the Security deposit or from any sum due to him.
- 12) i) The supplier shall attach the certificate of Quality testing of items while supplying , The State Medical Commissioner ESIC reserves the right to test any of the item supplied.
- ii) All rejected items shall be lifted by the supplier at his own cost.
 - iii) The supplier should mention the brand name for the price they have quoted, to supply.

They should demonstrate the sample of the Item quoted by them, if required by the Committee members formed by Medical Superintendent for selecting the items.

13) Termination for Default: The purchaser may, without prejudice to any other remedy for breach of contract, terminate the Contract in whole or part by giving a written notice of default to the supplier, if the supplier fail to deliver within the period specified in the contract, or within any extension thereof granted by the purchaser.

In the event of the purchaser terminating the contract in whole or in part, the purchaser may procure upon such items and in such manner as it deems appropriate, the goods similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods. However the supplier shall continue the performance of the contract to the extend not terminated.

Resolution of Disputes

The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

If after 30 days from the commencement of such informal negotiations, the purchaser and the supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution in the formal mechanisms such as an arbitrator nominated by the State Medical Commissioner, Jammu and Kashmir. The award of the arbitrator shall be final and binding on both parties of the contracts. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

The Arbitration and conciliation act, 1996, the rules there under and any statutory modification or reenactments thereof shall apply to the arbitration proceeding.

Purchaser reserves the right to modify and/or relax any of the terms and conditions of the tender/contract.

Annexure-A

PRICE SCHEDULE FOR SPECTACLES

Sl. No.	Name of Items
1.	Single vision lenses fitted with frames spherical lenses.
2.	Single vision lenses fitted with frames cylindrical compound
3.	Biofocal fitted with kryptok lenses in frames plain/ power.
4.	Biofocal fitted with kryptok lenses in frames power/power.
5.	Compound lenses with frames cylindrical and spherical- Bifocal
6.	Compound lenses with frames compound and cross cylindrical - Bifocal.
7.	Aphakic spectacles lenses white crown for one eye.
8.	Aphakic spectacles for both eyes.
9.	High myopic lenticular lenses.

Signature of Bidders

Annexure-B

Name of the bidder:-

S.I	Name of the firm	Item No. mentioned in the list of items provided	Brand name along with specifications	Basic price	Duties and taxes any ST % & amount	Duties and taxes any VAT % & amount	Duties and any CST % & amount	Duty Excise any % amount	Any other taxes (Please specify % & amount)	Total unit price (---)

Signature of Bidders

ANNEXURE - C

Draft for Tender form is put up signature