

REGIONAL OFFICE( HARYANA)  
EMPLOYEES' STATE INSURANCE CORPORATION  
PANCHDEEP BHAWAN: SECTOR-16, FARIDABAD  
Phone No . 0129- 2222980, 981  
Fax No. 0129-2284728 E-Mail: [esicfbd@sancharnet.in](mailto:esicfbd@sancharnet.in)  
[esicofbd@dataone.in](mailto:esicofbd@dataone.in)

No.: 13-D/15/8/5/2007-08/Genl.

Dated:-

### TENDER NOTICE

The Additional Commissioner & Regional Director, ESI Corporation, Faridabad invites sealed Tenders for the purchase of various stationery items. Approximate cost of purchase of stationary is Rs. 3,80,000/-. Tender forms containing Terms and Conditions alongwith size and specifications can be obtained from **Supdt.(General Branch) on working days between 10:00 AM to 04:00 PM upto 20-02-2008. On payment of non-refundable Tender document fee of Rs. 500/- by Demand Draft/ Bankers cheque drawn in favour of " ESIC Fund A/c No. I, Faridabad"**. Documents of the Tender can also be downloaded from our website: [www.esic.nic.in](http://www.esic.nic.in). Tender Forms, downloaded from our Website, must accompany non refundable Tender document fee by separate Demand Draft/Pay Order of Rs. 500/- drawn in favour of " ESIC Fund A/c No. I, Faridabad."

The Tender in sealed envelope alongwith Earnest Money of Rs 8,000/- in the form of D.D./ Bankers cheque drawn in favour of " ESIC Fund A/c No. I, Faridabad" **can be deposited in Tender Box kept at the Ground Floor of this Office latest by 02:00 PM on 22.02.2008. The Tender will be opened on the same day at 03:00 PM in the presence of Tenderers.** Additional Commissioner & Regional Director reserves the right to accept or reject any or all the Tender(s) without assigning any reason(s) thereof.

(J.P.S. MALIK)  
ASSTT. DIRECTOR( GENERAL)  
FOR ADDITIONAL COMMISSIONER  
& REGIONAL DIRECTOR

## INSTRUCTIONS

1. The Earnest Money Rs 8,000- (Rupees eight thousand only) must be deposited alongwith tender form either through Banker's cheque/ D.D. in favour of" ESIC Fund A/C No 1". Tenders without earnest money will not be entertained.

2 Tender should reach this office latest by 2:00 PM on 22-02-08 and will be opened at 3:00 PM on the same day at same place. Tender received late will not be entertained.

3. Rate and Sales Tax/Vat must be quoted for each item in tender form separately.

4. The tenderer should have valid sales tax number. Photocopy of registration should also be enclosed.

5. Tender should preferably be typed on Letter Head of the firm.

6. The rates should be quoted in words as well as in figure. Cutting if any should be attested.

7. The supply shall have to be made in one instalment within 30 days from the date of issue of supply order.

8. Rates must be F.O.R. Central Stores, Regional Office, ESIC, Sector-16, Faridabad .

9. Rates will be valid up to one year from the finalisation of the tender.

10. Samples in respect of item no.3, 4, 5, 13, 14, 17, & 18 should be attached with tender. Without samples tender will not be accepted. Samples for branded items are not required.

11. If rates/quotations of two or more parties happens to be equal in that case supply order will be distributed among the parties equally.

12. The tenderers should have successfully executed single job order of Rs. Two lakhs and above during the year 2005-06 , 2006-07 & 2007-08 to Govt/ Semi Govt./ Govt undertaking department.

**(J.P.S MALIK)**  
**ASSTT. DIRECTOR( GENL.)**  
**FOR ADDITIONAL COMMISSIONER**  
**AND REGIONAL DIRECTOR**

**REGIONAL OFFICE (HARYANA)  
EMPLOYEES' STATE INSURANCE CORPORATION  
PANCHDEEP BHAWAN: SECTOR-16, FARIDABAD-121002**

No13-D/15/8/5/2007-08/Genl

Dated.....2008

Subject: Invitation to tender and Instructions to Tenderers.

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| Note: The envelope containing the tender as well as subsequent

| communications should be addressed and delivered to:

| Regional Director.

| E.S.I. Corporation, Sector-16, Faridabad-121002

| All communications must be addressed to the officer named

| above by title only and not by name.

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From :

**REGIONAL DIRECTOR,  
EMPLOYEES' STATE INSURANCE CORPORATION,  
PANCHDEEP BHAWAN: SECTOR-16, FARIDABAD**

To

M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

I invite the tender for the supply of various stationery items as per specifications and quantities detailed in schedule attached. The conditions of contract which will govern any contract made are given hereunder and in the general conditions of contract (Annexure I) and special instructions (Annexure II) attached to this tender invitation. If you are in a position to quote for supply in accordance with the requirements stated in the attached schedule, please submit your quotation to this office.

## **PREPARATION OF TENDER**

(a) The schedule "A" should be returned intact whether you are quoting for any item or not, if any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by some such words as "not quoting."

(b) In the event of the space on the schedule form being insufficient for the required purpose additional pages may be added. Each such additional page must be numbered consecutively, bear the tender number and be fully signed by you. In such cases reference to the additional pages must be in the Tender Form.

(c) If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent with the Tender.

### **3. SIGNING OF TENDER**

(a) The tenders is liable to be ignored if complete information is not given therein or if, the particulars and date (if any) asked for in the schedule to the Tender are not fully filled in. Particulars attention may be paid to the delivery dates and places of delivery and also to the particulars referred to in the conditions of contract so as to comply with them.

(b) Individuals signing tender or other documents connected

with the contract specify:-

- (i) Whether signing as a "Sole Proprietor" of the firm or his attorney.
- (ii) Whether signing as a "Registered Active Partner" of the firm or his attorney.
- (iii) Whether signing for the firm "Per Procurationem."

(iv) In the case of companies and firms registered under the Indian Partnership Act the capacity in which signing, e.g. Secretary, Manager, Partner etc. or their attorney and produce copy of document, empowering him to do so, if called upon to do so.

Note: In case of unregistered firms all the members or all attorneys duly authorised by all of them or the Manager of the firm should sign the tender and subsequent documents.

### **4. DELIVERY OF TENDER**

The original copy of Tender along with the Declaration Form duly completed and signed should be enclosed in a double cover. The inner cover should be sealed and address by name to the undersigned. At the top of the inner cover the following words should be written in block letters.

#### **"TENDER FOR SUPPLY OF STATIONERY**

The outer cover should bear only address of this office without any indication that there is a tender within. The right to ignore any tender which fails to comply with the above instructions is reserved. All outstation tenders should be sent by Registered Post. Only one tender should be included in one cover.

## **5. LATEST HOUR FOR RECEIPT OF THE TENDER**

Your tender must reach this office latest by 2:00 PM on 19.1.2007 i.e. date of opening of the tender stated in the schedule to tender. In the event of the said date of opening of the tender or being declared a closed holiday for Government offices, the date of opening of the tenders will be the next working day. Tender sent by hand delivery should be delivered at this office not later than the due date and time stipulated in the schedule to tender.

## **6. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN**

(i) All tenders should remain valid for acceptance for a period of 1 year from the date of Finalisation of the tender.

(ii) Quotations qualified by such vague and indefinite expression such as "subject to immediate acceptance" "subject to prior sale" etc. will not be considered.

## **7. OPENING OF TENDER**

All tenderers and/or their representatives, if they should desire, may be present at the opening of the tender by the undersigned at the time and date as specified in the schedule.

## **8. PRICES**

(i) The prices quoted must be net per unit shown in the schedule inclusive of all packing and delivery charges. Refunds on account of returnable packages (if any) are to be separately specified. Prices and fund must be clearly shown in figures and words in Indian Currency.

(ii) Tenders should clearly specify whether prices quoted are inclusive of sales tax and other duties or whether such charges are extra. Where no specific mention is made of sales tax or other prices will be deemed to be inclusive of sales tax and other duties.

## **9. DELIVERY OF TERMS**

(a) The delivery of the stores is required within a period as specify in Schedule "A" and the place mentioned therein. If, however, it is not possible for you to give delivery in the period stated please note in the prescribed schedule to the tender form annexed, the date by which you can guarantee to deliver the stores.

(b) The tenderer shall deliver the stores at destination to the consignee in good order within the limits of time.

(c) Railway receipt will have to be sent to the outsation consignee by registered post at the expense of the tenderer immediately after booking of the consignment. Any demurrage charges paid by the consignees due to the delay on the part of the tenderer despatching the Railway receipt will be recovered from the tenderer.

(d) Time for and date of delivery:- The Essence of the Contract. The time for and the date of delivery of the stores stipulated in the schedule shall be deemed to be of the essence of contract and delivery must be completed not later than the date(s) as specified.

But if the delay shall have arisen from any cause such as strikes, lock-out, fire accidents riots etc. which the Regional Director, ESIC, Faridabad may admit as reasonable ground for further time, the Regional Director, Faridabad may allow such additional time required by circumstances of the case.

## **10. SAMPLES**

Quotations without Samples are liable not to be accepted.

Samples of what you offer to supply should not be less than the quantity necessary for test given in the specifications (if any) or in the schedule of tender. Each sample should have a card affixed to it with Samples submitted should bear the fol

lowing information.

- a) Your Name and address
- b) Tender Number
- c) Date of Opening of tender
- d) Item Number against which tendered.
- e) Any other description, if necessary, written in it. Samples

received later are liable to be ignored.

## **11. INSPECTION OF STORES**

Supplies will be accepted subject to inspection by Regional Director, Faridabad or his agent. If defect found in the material will render the supplies open to rejection and decision of the Regional Director, Faridabad will be final and legally binding. The rejected store will be returned to the suppliers at their risk and cost.

## **12. SYSTEM OF PAYMENT**

13. Regional Director, Faridabad does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of quantity offered and you shall supply the same at the rate quoted shall apply only if the entire quantity is duty taken from you.

Acceptance by the purchaser will be communicated by telegram or express letters of acceptance formal letter of acceptance. In cases, where acceptance is communicated by telegram or express letters the formal acceptance of tender will be forwarded to you as soon as possible but the instruction contained in the telegram or express letter should be acted upon immediately.

Yours faithfully,

**REGIONAL DIRECTOR**

## ANNEXURE 1

### GENERAL CONDITION CONTRACT

#### 1. DEFINITIONS:

In the interpretation of the contract and the general and /or special condition governing it, unless the context otherwise requires:-

(a) The term 'Contract shall mean the invitation to tender, the instructions to tenderer acceptance of the tender schedule, particulars" hereinafter defined and those general and special conditions that may be added.

(b) The term "Contractor" shall mean the person, firm or Company with whom the order for supply is placed and shall deem to include the contractor's successor (approved by the purchaser) representatives, heirs, executors and administrators unless excluded by the contract.

(c) 'Contract price' shall mean the sum accepted or the sum calculated in accordance with the prices accepted by or on behalf of the purchaser.

(d) The term "delivery" shall mean delivery by the dates specified in the acceptance of tender of stores which or found acceptable by the Inspector and not the submission of stores which or not of require standard or which are not delivered by due dates.

(e) The term "Corporation" shall means the Employees" State Insurance Corporation.

(f) The term Regional Director, Faridabad and any other officer authorised for the time being in the administration of ESI Corporation and any other officer authorised for the time being to execute contract relating to the purchase and supply of stores on behalf of the purchaser.

(g) The term "Purchaser" shall mean purchaser or purchasers named in the schedule to tender, his or their successors or assigns.

(h) The term "Inspector" shall mean any person nominated by or on behalf of the purchaser to inspect supplies, stores etc. under the contract or his duly authorised agent.

(i) The term "Particulars" shall mean the following:-

(a) Sealed patterns denoting a pattern sealed and signed by the inspector.

(b) Certified or a Sealed sample denoting a certified copy of the sealed pattern of sample sealed by the Purchaser for guidance of the Inspector.

(c) Proprietary make denoting the product of any individual.

(d) Any other details governing the manufacturer and/or supply as existing for the contract.

(e) Specifications/Drawing.

(f) the term "Store" shall mean what the contractor agrees to supply under the contract specified in the acceptance of tender.

(g) The term "test" shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector.

2. Purpose of the contract and parties to the contract:-

The parties to the contract which is for the supply by the Contractor to the purchase on the conditions set forth in the contract, are the contractor and the purchaser named in the schedule to the tender.

3. Notice on behalf of the purchaser, in connection with the contract, may be given by any officer referred to in clause I (f) dealing with the contract.

4. Authority of person signing document:

A person signing the tender Form or any documents forming part of the contract on behalf of another shall be deemed to warrant, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to

do so, the Regional Director, Faridabad may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.

5. Contract with rates subject to confirmation:

When prices are quoted in contract as being subject to confirmation by the makers/manufacturers, the same to the Regional Director, Faridabad for his acceptance. If supplies are made before such confirmation and acceptance except with the express consent of the Regional Director, Faridabad, the Contractor shall be paid at the price mentioned in the Contract.

6. The Contractor is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender and the schedule annexed there-to. Any approval which the Inspector may have given in respect of the stores, material or other particulars and the work of the workmanship involved in the contract (whether with or without test carried out by the contractor or the Inspector) shall not bind the purchaser and notwithstanding any approval or acceptance given by the Inspector, in shall be lawful the consignee of the stores on behalf of purchaser to reject the store on arrival at the destination if it is found that the stores supplied by the contractor are not in conformity with the terms and conditions of the contract in all respect.

7. SUBLETTING OF CONTRACT:

The Contractor shall not sublet, transfer or assign the contract or any part thereof without the written permission of the Regional Director, Faridabad. In the event of

the contractor contravening this condition the Regional Director, Faridabad be entitled to place the contract elsewhere on the contractors account at his risk and the contractor shall be liable for any loss or damage with the Regional Director, Regional Office, Faridabad may sustain in consequence of arising out of such replacing of the contract.

8. ASSISTANCE TO CONTRACTOR:

The Contractor shall not be entitled to any assistance either in the procurement of raw materials required for the fulfilment of the contract or in the securing of transport facilities from ESIC

9. EARNEST MONEY:

Please see para 1 of the Instruction Supplement also.

The tenderer shall have to deposit Earnest Money as per items quoted and Earnest Money indicated in Schedule along with their tender failing which the tender is liable to be rejected outrightly.

In the event of withdrawal/revocation of tender before the date specified for acceptance, the Earnest Money shall stand forfeited.

In the event of acceptance of the tender the Earnest Money shall be adjusted towards the amount of security required to be deposited by the contractor in terms of clause 10(a) below. the earnest money will, however, be returned without interest to the tenderer whose tender is not accepted.

10. SECURITY DEPOSIT:

(a) On acceptance of the tender, Contractor(s) shall have to deposit a sum equivalent to 10% of the tendered value of the contract as security money. This money should be deposited within the period specified by the Additional Commissioner/ Regional Director . In case the security Money is found less than Earnest Money, the Earnest Money will be treated as Security Money. The Corporation shall be entitled to forfeit the security deposit or any part thereof without prejudice to any other remedies provided by the contract or available under the law. **The security shall be in the shape of Demand Drafts , in favour of” ESIC Fund, Account No 1. Faridabad” payable at Faridabad .**

(b) If the contractor is called upon by the Regional Director, Faridabad to deposit Security and the contractor fail to provide the security within period specified such failure will constitute a breach of the contract and the Regional Director, Faridabad shall be entitled to make other arrangements at the risk and expense of the Contractor.

(c) No claim shall lie against the purchaser either in respect of interest if any due on Security Deposits or depreciation in value.

(d) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractors without any interest on presentation of an absolute "No Demand Certificate" in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser which may have been issued to the contractor.

## SPECIFICATIONS ETC.

(i) Generally the stores shall be of the best quality and workmanship and comply with the contract and in all respects be to the satisfaction of the Inspector .

(ii) In particular and without prejudice to the foregoing condition and in addition thereto when tenders are called for in accordance with "Particulars" the contractor tender to supply in accordance with such "Particulars" shall be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and no claim on his part that which may arise on account of non examination or insufficient examination of the particulars will in any circumstances be considered.

(iii) The contractor shall supply the stores in accordance with the particulars (unless any deviation is authorised as an exceptional case and expressly specified and the Acceptance of Tender).

(iv) If a specification and /or drawing exists then the sealed pattern of certified sample there of will govern supply only to the extent of workmanship and finish.

If a specification and/or drawing exists then the sealed pattern of certified sample thereof will govern supply in all respects.

(v) When neither specification nor pattern is available to govern supply, the supply must be of quality, material pattern and workmanship which the purchaser has agreed will be acceptable and contractor has undertaken to supply. And when under these circumstances, contractor's samples has been approved by the Inspectors, the stores supplied must be equal in all respects to such sample.

(vi) Alternation of specification/pattern and drawing.

The Regional Director, Faridabad reserves the right to alter from time to time said specification and pattern and from the date specified by him, the articles shall be in accordance with specification and pattern, so altered.

In the event of any such alternative involving an alternation in the cost or in the period required for production, a revision of the contract price and of the time for delivery shall be made in relation to the Articles, the subject of the alternation.

The decision of the Regional Director, Faridabad on the question whether the alternation involves any alteration in the cost of article or in the period required for production shall be final and conclusive.

## 11. Packing :

(i) Responsibility for proper packing.

The contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail so as to ensure their being free from loss or injury on arrival at their destination. The packaging of the stores will be done by and at the expense of the contractor.

(ii) Free supply of Packing Material

All packing cases containers, packing and other similar materials shall be supplied free by the contractor and same will not be returned unless otherwise stated in the Schedule thereto.

(iii) Packing Note:

Each bale or package shall contain a packaging note quoting specifically the name of the contractor the acceptance of tender and or supply or repeat order number and date, the name of the purchase organisation who placed the contract, the designation of the stores and quantity contained in the sale or package.

12. NOTIFICATION BY CONTRACTOR :

Notice in writing shall be sent by the Contractor to the Regional Director, Faridabad when the stores to be supplied are ready for submission for inspection and test.

13. Failure and Termination:-

If the contractors fails to deliver the stores or any instalment thereof within the period prescribed for such delivery in the contract or any time repudiates the contract before the expiry of such period, the Regional Director, Faridabad may without prejudice to his right to recover damages for breach of the contract. be entitled at his option.

(a) To recover from the contractor as agreed liquidated damages, and not by way of penalty a sum equivalent to 2 percent of the price of any stores with the contractor has failed to deliver within the period fixed for delivery for the schedule or part of the month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, or

(b) To purchase elsewhere, without notice to the contractor, on his account and at the risk of the contractor, the stores not delivered or stores of similar description (where stores exactly complying with the particulars are not in the opinion of the Regional Director, Faridabad readily procurable such opinion being final). Without cancelling the delivery in respect of the consignments not yet due for delivery, or

(c) To cancel the contract or a portion thereof, and if so decided to purchase or authorise to purchase of stores not so delivered or other of a similar description (where stores exactly complying with the particulars are not, in the opinion of the Regional Director, Faridabad, readily procurable, such opinion being final) at the risk and cost of the contractor.

In the event of the action being taken under clause (b) or (c) above, the contractor shall be liable for any loss which the purchaser may sustain on that account, provided the purchase, or there is an agreement to purchase, them such agreement, is made within six months of the date of such failure, but the contractor, shall not be entitled to any again on such purchase, made against default. The manner and method of such purchase, shall be in the entire discretion of the Regional Director, Faridabad whose decision will be final. It shall not be necessary for the purchaser to serve a notice of such repurchase on the defaulting

contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of contract by the contractor.

#### 14. INSPECTION AND REJECTION

The contractor shall afford at his own expense the Inspector all reasonable accommodation and facilities for satisfying himself that the stores are being or have been manufactured in accordance with the particulars and for this purpose the Inspector shall have full and free access at any time during the contract to the Contractor's work and may require the Contractor to make arrangements for any thing to be inspected at his premises or at any other place and the contractor shall reserve a similar right as regards any sub-contract he may make.

The Contractor shall pay all costs connected with such tests and provide without extra charge, all materials, tools labour and assistance of every kind which the Inspector may consider necessary for any test/examination, other than special or independent test, which he shall require to be made on the contractor's premises and shall pay all cost attendance thereon, failing these facilities (in regard to which the

Inspector will be the sole judge) at his own premises for making the tests, the contractor shall bear the cost of carrying out such test elsewhere.

The Contractor shall also provide the delivery free of charge at such place as the Inspector may direct such material as he may require for tests.

In the event of such test being satisfactory and resulting in or leading to the rejection of the stores or any part thereof concerned, on in the event of the disposal of the inspected stores by the contractor and his consequential failure to deliver the same within the period prescribed, the cost of the test or of inspection as the case may be shall be borne by the contractor and paid by him to the Regional Director, Faridabad. Such costs will be assessed at the rates charged by the laboratory concerned for work done for private firms or the individuals. Regional Director, Faridabad reserves the right to accept part or whole of the goods rejected at a reduced price as may be determined by Regional Director, Faridabad.

**METHODS OF TESTS:** The Inspector shall have the right to put all stores of materials forming part of same or any part thereof to such test as he may think proper for the purpose of ascertaining whether the same are in accordance with the particulars and to cut out or of an or destroyed a portion from each delivery for such purpose without prejudice to this right.

(a) Stores expended in test:

If the test proves satisfactory and the consignment is accepted the quantity of the stores materials expended in test will be paid for by the Regional Director, Faridabad.

(b) If the stores or material fail in test, and the consignment is rejected, the quantity expended in test will be treated as not having been delivered.

Agent/Inspector nominated by the Regional Director, Faridabad Final Authority and to certify Performance.

(c) The Inspector shall have power, before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing the method of manufacturer not being satisfactory.

OR

To Reject stores submitted as not being in accordance with the particulars.

Regional Director, Faridabad or his agent/Inspector may reject the whole consignment tendered for inspection if after inspection of such portion thereof as he may decide in his discretion, he is satisfied that the consignment is unsatisfactory.

If any stores are rejected as aforesaid than without prejudice to the foregoing provisioner, the Regional Director, Faridabad shall be at liberty to :-

(i) Allow the contractor to resubmit stores in replacement of those rejected within time specified by Regional Director, Faridabad or the replacement without being entitled to any extra payment; or

(ii) Buy the quantity of the stores rejected or other of similar nature elsewhere at the risk and cost of a Contractor without affecting the contractor's liability as regards supply of any further consignments due under the contract; or

(iii) Terminate the contract and recover from the Contractor the loss, the Regional Director, Faridabad thereby incurs.

15. Removal of Rejections:- Any stores submitted for inspection and rejected by the Inspector must be removed by the contractor within fourteen days from the date of receipt of intimation of rejection and it shall be the duty of the contractor to remove them accordingly. Such rejected stores, shall lie at the contractor risk from the rementioned time, the Regional Director, Faridabad shall have the right either to return the rejected stores at the contractor's risk in such mode of transport as the Regional Director, Faridabad may select or to dispose of such stores as he thinks fit at the contractor's risk and on his account and to retain such portion of the proceeds as may be necessary to cover any loss or expenses incurred by or on the behalf of the Regional Director, Faridabad in connection with the said sale. Freight to destination shall be recoverable from the contractor at the Public Tariff Rate.

(ii) If the stores rejected are of such a nature that its return to the contractor or disposal by selling in the market may result in any fraudulent practices and prejudicial to the interest of the ESI Scheme then the Regional Director, Faridabad shall have the right without prejudice to his rights to recover damages according to any other provision in this contract of dispose of such rejected stores by burning and the contractor in that event shall have no right to claim any cost thereof.

The paper of the same mill may be used in respect of particular type of form having two or three copies e.g. certificate books etc.

16. Recovery of sums due- Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor the purchaser shall be entitled

to recover of such sum by appropriating, in part or whole the security/earnest money deposited by the contractor, if a security/earnest money is taken against the contract. In the event of the security/earnest money being insufficient or if no security/earnest money has been deposited by the contractor, then the balance or the total sum to be recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to contractor under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the purchaser on demand the remaining balance due.

17. Insolvency and Breach of Contract: The Regional Director, Faridabad may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

(i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving

order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency Act for the time being in force or shall make any conveyance or assignment of this effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under Partnership Act, or

(ii) If the contractor being a company shall pass a resolution or the courts shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager, or

(iii) If the contractor commits any breach of this contract not herein specifically proved for:

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure he is thereby put to but shall not be entitled to any gain on repurchased.

18. Arbitration :- In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract, except as to any matter the decision of which is specially provided for by these on the special conditions the same shall be referred to the sole arbitration of the Regional Director, Faridabad or some other person appointed by him. It will be no objection that the arbitrator is a Government servant, that he had to deal with the matter to which the contract relates for that is the course of his duties as a Government Servant he had expressed views on all or any of the arbitration dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract . It is a term of the contract:-

(a) If the arbitrator be the Regional Director, ESIC, Faridabad :-

(i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful or his successor in-office either to proceed with the reference himself or to appoint another person as arbitrator: or

(ii) In the event of his becoming unable to act, for any reason it shall be lawful for Regional Director, Faridabad

(b) If the arbitrator be a person appointed by the Regional Director, Faridabad .

In the event of his dying, neglecting or refusing to act, being unable to act, for any reasons in shall be lawful for the Regional Director, Faridabad either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator.

It is further a term of this contract that no person other than the Director General, Employees' State Insurance Corporation or the person appointed by him

should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to arbitrator at all.

Upon every and such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

Subject as aforesaid the Arbitrator Act, 1940 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitrator proceedings under this clause.

Work under the contract shall, if reasonable possible continue during the arbitration proceeding and no payment due to payable by the purchaser shall be withheld on account of proceedings:-

The venue of arbitration shall be Faridabad .

In this clause the expression " the Director General, Employees' State Insurance Corporation means the Regional Director, ESI Corporation, Faridabad for the time being and includes, is there be no Regional Director, Faridabad, the officer who is for the time being the administrative head of the Employees' State Insurance Corporation, whether in addition or otherwise.

For the purpose of the contract including arbitrator proceedings thereunder, the Regional Director, ESIC, Faridabad shall be entitled to exercise all the rights and Powers of the purchaser.

## ANNEXURE –II

To the Tender invitation ----- SPECIAL INSTRUCTIONS

1. Tenderers are requested to submit their quotations on firm price basis.
2. Price quoad should be for delivery F.O.R. destination in Indian Currency and should be inclusive of charges such as forwarding packing etc. Tenders not complete in this respect are liable to be ignored.

3. In case the consignee is located within the same Municipal Limits as the Contractor, the prices should be quoted separately (i) delivery ex-suppliers premises and (ii) delivery at consignee premises.

4. The suppliers shall, wherever, called upon to do so give full information with reference to the suppliers in hand and shall also permit the Regional Director, Faridabad or any other officer nominated by him to inspect the premises of the tenderer at all reasonable times and shall give all assistance and information as may be required by him in connection with the contract.

JURISDICTION

5. All questions, disputes or difference arising under or out of or in connection with the contract, if included shall be settled by sole Arbitration of Regional Director, Faridabad, Employees State Insurance Scheme or a person appointed by him in this behalf .

INSPECTION AUTHORITY

- 6. Regional Director, Faridabad or the Agent/Inspector nominated by him.
- 7. It may be noted that the unsuccessful tenderer will not be informed by the result of his tender.

DECLARATION FORM

TENDERERS MUST GIVE SPECIFIC ANSWERS AGAINST EACH OF THE FOLLOWING QUESTION

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1. Whether stores offered confirm to the particulars quoted in schedule "A". If not, details of deviation must be stated here.

- 2. (i) Brand
- (ii) Name and address of manufacturer
- (iii) Station of manufacture
- 3. Guarantee date by which delivery can be completed
- 4. Whether sample submitted
- 5. Stock in hand at present time consist of :
  - (a) Held by us .....
  - (b) Held by M/s. ....

over which we have secured an option

6. Here state specifically whether the price tendered by you is to the best of your knowledge and belief not more than the price which is permissible for you to charge as private purchaser for the same class

and description of goods under the provision of any law for the time being in force, if not, state the reasons and the margin profit included.

7. Business name and constitution of tendering firm:

Is the firm registered under:

- (i) The Indian Companies Act, 1913 ?
- (ii) The Indian Partnership Act, 1932 ?
- (iii) Any act,if not, who are owners ?

(Please give full names)

SIGNATURE

Dated the.....



## LIST OF STATIONERY ITEMS AND SPECIFICATIONS.

S. No	Name of the item	Required quantity	Specification	Brand	Rate per unit	Total cost
1	2	3	4	5	6	7
1	Pencil carbon paper	100 Packets of 100 Sheets	Size 210 mm x 330 mm Pkt of 100 sheets (Royal Blue Impression)	Kores Sapphire	Per packet rate of 100 Sheets Rs.....	
2.	Duplicating paper (ream)	200 (Ream)	Size 21.5 x 34.5 cm = 2.3 kg net weight of 500 sheets in a ream in white and fine texture	Ballarpur	Per ream rate of 500 Sheets Rs.....	
3	Typing paper	200 Ream	Size FS  17 x27/ 4 =8 kg (500 sheets in a ream ,white & fine texture	Ballarpur	Per ream rate of 500 sheets Rs.....	
4	Envelop Size 9"x4" With printing the Name of the Office	10,000 Nos.	White paper 80 gsm of good quality.	Sunshine	Per packet rate of 250 envelopes Rs.....	
5.	Noting sheet pad (Green)	400 Pad	Size of paper 8.5"x13.5" one packet of 100 sheets margin line should be printed on left hand side of both side	Ballarpur Paper 80 GSM	Per packet rate of of 100 sheets Rs.....	
6	Paper DFS ruled	5000 Paper (10 Ream)	34.5x 43cms 60 GSM 500 sheets in a ream	Orient	Per ream rate of 500 sheets Rs.....	
7	Register ruled 224 Pages	200 Register	18.5 x 30.5 cms ordinary binding with card board(224 pages)	Trison	Per register rate Rs.....	
8.	Register ruled 280 pages	200 Register	18.5 x 30.5 cms ordinary binding with card board(280 pages)	Trison	Per register rate Rs.....	

S. No	Name of the item	Required Quantity	Specification	Brand	Rate per unit	Total cost
1	2	3	4	5	6	7

9	Register ruled six Quire (Leather Bound)	50 Register	18.5 x 30.5 cms ledger paper,leather binding with card board and cloth /  rexine leather on four corner	Trison	Per register rate Rs.....	
10	Register ruled eight quire (Leather Bound)	50 Register	18.5 x 30.5 cms ledger paper,leather binding with card board and cloth /  rexine leather on four corner	Trison	Per register rate Rs.....	
11	Stamp Pad Blue	100 Nos	Size 70 x 110 mm	Supreme Delux	Per piece rate Rs.....	
12	Photo copy paper A-4	800 Ream	Pack of 500 sheets 75 gsm	Century	Per Ream rate of 500 sheets Rs. ....	
13	File Flap	10,000 Nos.	3.5" X 21" cloth with brown paper pasting & cotton lace of 39 Inch. long of thick quality	Good quality	Per piece rate Rs. ....	
14	File cover with printing of Name of the Office	10,000 Nos.	Size 10' x 14' with 4 cms fold and inner cloth pasting of 2 inch weight 27.2 Kg per Gross	Sirpur Paper Mill	Per piece rate Rs. ....	
15	Cello tape Transparent Size one inch	100 Nos.	5o meter( one Inch)	Apex	Per piece rate Rs. ....	
16	Sealing wax	10 Packet	Good quality (10 sticks in a Packet)	Standard	Per packet rate Rs.....	
17	Envelope Size 16" x 6" (with Jali cloth of best quality) with printing the name of	10,000 Nos	Yellow paper of 105 Gsm of good quality with cloth of best quality inner side	Andhra Mill Paper	Per piece rate Rs.....	

S. No	Name of the item	Required Quantity	Specification	Brand	Rate per unit	Total cost
1	2	3	4	5	6	7

	the office etc.					
18	Envelope size 11 ""x5 "" ( window) with printing the name of the office etc,	30,000 Nos.	White paper 80 Gsm of Good quality	Sun shine	Per packet rate of 250 envelope Rs.....	
19	Cello Tape( k h a k h l ) Size 1.5""	50 Nos	50 meter	Apex	Per piece rate of Rs.....	
20	Cello tape <b>transparent</b> Size 1.5 "	50 Nos	50 meter	Apex	Per piece rate Rs.....	
21	Note Pad small	2000 Nos.	Conference pad 33 No. ( 20 pages)	Trison	Per piece rate Rs.....	
22	Ball Pen Reynold	2000 Nos	045 reynolds fine carbure	Reynold company	Per piece rate Rs.....	

**(J.P.S. MALIK)**  
**ASSTT. DIRECTOR (GENL)**  
**FOR AC & REGIONAL DIRECTOR**