

EMPLOYEES' STATE INSURANCE CORPORATION HOSPITAL

&

OCCUPATIONAL DISEASE CENTRE (EASTERN ZONE)

Diamond Harbour Road, Joka, Kolkata – 700 104, Fax: 033 2467 2795



No.:412.w.11/19/NBCC/SR/03

Dated:05.02.2012

Sub: Invitation to Open tender for Repair & Maintenance and Non stop round the Clock operational Service for Medical Gas Pipe line & Manifold

(NOTE: The envelope containing the tender as well as subsequent communications should be addressed and delivered to 'The Medical Superintendent', ESIC Hospital & O.D.C. (E.Z), Diamond Harbour Road, P.O.: Joka, Kolkata, 700 104, West Bengal. All communications must be addressed to the officer named above by title only and not by name.)

To:

Sir(s),

Sealed tenders are invited for **Repair & Maintenance and Non stop round the Clock operational Service for Medical Gas Pipe line & Manifold Schedules / Specifications** attached.

The "**Tender Documents**" comprising the *General Terms and Conditions of Contract (Annexure I)* and the *Special Terms and Conditions of Contract (Annexure II)* which will govern any contract made, the *Tender Application Form (Annexure III)* and the *Schedule of contract / specifications of items/proforma for quoting rates (Annexure-IV)* are enclosed herewith. If you are in a position to quote for the contract in accordance with the requirements stated in the attached schedule as per the terms and conditions stated, please submit your quotation to this office.

The tender document may be obtained from the office of the Medical Superintendent in person by the bonafide applicant or his authorised representative by applying in their letter head at a cost of Rs.100/-

The "tender documents" can also be downloaded from the web site (www.esic.nic.in) and in such case the same may be signed and submitted as per the procedures mentioned hereinafter along with the fee(s) for the "tender documents" @ Rs.100/-

All the payment shall be made by **Demand Draft**; drawn in favour of **ESI Fund A/c No. 1, payable at Kolkata; Cheques will not be accepted.**

Tenderers are requested that, before quoting their rates or sending tender, the tender forms may please be read out thoroughly (line by line) so as to have a clear knowledge of the requirement contained therein, otherwise owner will not be held responsible for any error / oversight of his own and the penalties shall be levied for not complying with the requirements stated herein.

The form is a Standard Form of Tender. Certain clause / clauses may not be applicable in some cases. So, Tenderers are requested to ignore such clause / clauses, which are not applicable in the instant case.

The Tender forms containing the Terms and Conditions (**Annexure – I & II**), the Tender Application Form (**Annexure III**) and the Schedule of contract / specifications of items/proforma for quoting rates (**Annexure-IV**) **should be returned in original, intact, after filling up the same and duly signing in full with stamp, on each page, failing which the bid is liable to**

be rejected. If any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by such words as **‘not quoting’**.



In the event of the space on the Schedule of contract / specifications of items/proforma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bearing the Tender Number and be duly signed and stamped by the tenderer. In such cases, reference to the additional pages must be made in the Tender Form. If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent along with the Tender.

Cost of each Tender Document with one schedule	Rs.100/-
Cost of each Tender Document downloaded from Web site	Rs.100/-
Period for supply of Blank Tender Forms and related documents at the Hospital on all Working Days (Except Saturdays, Sundays and Holidays)	19 / 01 /2012 to 09 /02 /2012
Last Date & Time of submission of completed Tender Document in the Tender Box kept in the Office of ESIC Hospital.	10 / 02 /2012 at 2 P.M
Date & Time of Opening of Tender	10 / 02 /2012 at 2.30 P.M
Bid Security / Earnest Money to be deposited	Rs.11,000/=
Performance security / Security Deposit Money	10 % of Bill value

Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, does not pledge himself to accept the lowest or any tender and reserves the right of accepting or rejecting the whole or any part of the tender without assigning any reason there of and you shall supply the same / execute the work at the rate quoted by you.

Acceptance by the Tenderer shall be communicated in due course. You are requested that the instructions contained in the said communication should be acted upon immediately / as asked for.

THE FIRM IS REQUESTED TO FOLLOW THE CHECK LIST AT THE TIME OF SUBMISSION OF TENDER DOCUMENT WITHOUT WHICH THE OFFER IS LIABLE TO BE CANCELLED:

CHECK LIST		
1	Tender document fee by demand draft only	Submitted [Yes/No]
2	Earnest Money Deposit by Demand Draft only	Submitted [Yes/No]
3	Original Tender document must be signed all pages	Submitted [Yes/No]
4	Valid Trade Licence	Submitted [Yes/No]
5	PAN/TAN other statutory documents	Submitted [Yes/No]
6	Labour Licence if applicable	Submitted [Yes/No]
7	ESI & PF Registration Certificate, if applicable	Submitted [Yes/No]
8	The bidder should have satisfactory experience of not less than 3(three) years must submit valid certificate in this regard, along with the tender	Submitted [Yes/No]
9	Quoting rate is original sheet of annexure –(iv)	Submitted [Yes/No]

Enclosures:

- Annexure – I (General Tender Terms & Conditions)
- Annexure – II (Special Tender Terms & Conditions)
- Annexure – III (Tender Application Form)
- Annexure – IV (Schedule of contract / specifications of items/preformed for quoting rates).

Yours faithfully,

MEDICAL SUPERINTENDENT



**EMPLOYEES' STATE INSURANCE CORPORATION HOSPITAL
&
OCCUPATIONAL DISEASE CENTRE (EASTERN ZONE)
Diamond Harbour Road, Joka, Kolkata – 700 104, Fax: 033 2467 2795**

No.412. W.11/19/NBCC/SR/03

Annexure-I

GENERAL TERMS AND CONDITIONS FOR TENDER

Cost of each Tender Document with one schedule	Rs.100/-
Cost of each Tender Document downloaded from Web site	Rs.100/-
Period for supply of Blank Tender Forms and related documents at the Hospital on all Working Days (Except Saturdays, Sundays and Holidays)	19 / 01 /2012 to 09 /02 /2012
Due Date & Time of submission of completed Tender Document in the Tender Box kept in the Office of ESIC Hospital.	10/ 02 /2012 at 2 P.M
Date & Time of Opening of Tender	10 / 02 /2012 at 2.30 P.M
Bid Security / Earnest Money to be deposited	Rs. 11,000/=
Performance security / Security Deposit Money	10 % of the Bill value

INSTRUCTIONS

1. PREPARATION OF TENDER:

- a. The Tender form containing the Terms and Conditions (General and Special) and the Schedule should be returned in original after filling up the form and duly signing in full on each page with stamp, 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 writing '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 duly signed and stamped by you. In such cases, reference to the additional pages must be made 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.
- d. The Tenderer shall give full assistance and information as may be required in connection with the contract to the Medical Superintendent or any other officer nominated by him.

2. SIGNING OF TENDER:

- a) The tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the tender are not duly & fully filled in. Particular attention may be given to the dates of delivery, 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 must 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 Procreation'?

In the case of companies and firms registered under the Indian Partnership Act, the capacity in which signing e.g. Secretary, Manager, and Partner etc. or their attorney and produce copy of documents, 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.

3. DELIVERY OF TENDER:

The original copy of tender (Annexure – I to annexure - IV), duly completed and signed on each page, should be submitted, enclosed in a double cover. The outer as well as the inner covers should be sealed and addressed to the



Medical Superintendent. At the top of the inner and outer cover, the following words should be written in block letters.
Tender for Repair & Maintenance and Non stop round the Clock operational Service for Medical Gas Pipe line and Manifold

The right to ignore / reject 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.

4. LATEST HOUR FOR RECEIPT OF THE TENDER:

Your tender must reach this office not later than the date and time notified in the Tender Notice stated in the schedule of tender. Any tender received after that shall be rejected. In the event of the stipulated date of opening of the tender being declared a closed holiday for Govt. offices, the date of opening of the tender(s) will be the next working day.

5. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

- i) All tenders should remain valid for acceptance for **a period of twelve months** from the date of opening of the tender or for such period as stated in Special Terms & Conditions.
- ii) The contract / tender, if awarded, shall be valid **initially for one year from the date of award of Contract** subject to continuous satisfactory performance and on failure on this aspect by the contractor, the Competent Authority will reserve the right to terminate the contract.
- iii) Quotations qualified by such vague and indefinite expressions such as 'subject to immediate acceptance'; 'subject to prior sale' etc. will not be considered.

6. OPENING OF TENDER:

The tender shall be opened on the date and time mentioned here in the document. All tenderers and/or their representatives, if they should desire, may be present at the opening of the tender at the date and time as specified in the schedule.

7. PRICES:

- i) Prices quoted must be meaningful and measurable in the context. The price should be quoted in Indian currency in the sheet in Annexure – iv only. Quotation in other sheet will not be accepted.

8. Timely delivery of the service is the essence of the contract. However the Medical Superintendent may allow additional time under special circumstance such as strikes, Lock outs, fire accident, riots etc.



OTHER TERMS

- A. **Responsibility for executing Contract:** 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.
- B. The contractor shall not sublet transfer or assign the contract to any part thereof without the written permission of the Medical Superintendent. In the event of the contractor contravening this condition, Medical Superintendent 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, which the Medical Superintendent, ESIC Hospital & ODC (EZ), Joka, may sustain in consequence or arising out of such replacing of the contract.
- C. **Earnest Money:** The tenderer shall have to deposit Rs. 11,000/= as earnest money with their tender, failing which the tender is liable to be rejected. The earnest money is to be paid by **Demand Draft drawn in favour of ESIC Fund A/c No. 1, payable at Kolkata. NO CHEQUES WILL BE ACCEPTED.** In the event of the withdrawal / revocation of tenders before the date specified for acceptance, the earnest money shall stands forfeited. In the event of acceptance of the tender the earnest money may be adjusted towards the amount of security required to be deposited by the contractor in terms of Clause mentioned below, the earnest money will however, be returned without interest to the tenderer whose tender is not accepted.
- D. **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 shall be entitled to recover of such sum by appropriating, in part or whole the earnest money deposited by the contractor, when 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 recoverable 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.
- E. **Insolvency and breach of contract:** The Medical Superintendent 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 at 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 not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act,*
 - ii) *If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of 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.*
 - iii) *If the contract 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.*



F. *Arbitration : In the event of any dispute or difference arising out of the terms and conditions Laid down in this tender , the same shall be referred to Arbitrator appointed by the Medical superintendent . The procedure of the Arbitration will be governed by the previous act 19409(as amended as rules framed their under)*

- G. Document:** The tenderer should have a valid **Trade licence, PAN / TAN / other statutory document as applicable** and produce attested copies of such certificates along with the tender papers, **failing which the tender shall liable to be rejected.**
- H. Right to accept / reject:** The hospital authority reserves the right to **reject** any or all tender without assigning any reason whatsoever. Also, the hospital authority reserves the right to **award** any or part or full contract to any successful agency at its discretion and this will be binding on the tenderer.
- I. The tenderer should have a permanent place of business in Kolkata and the complete Postal Address, Telephone / Mobile / Fax / E-mail address, etc. should be provided, while submitting the completed tender form.**
- J.** The rates once accepted by the hospital shall remain unaltered throughout the period of contract, including any extended period.
- K.** In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the hospital authority reserves the right to award the contract to the next higher tenderer or outside agency and the difference of price will be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the tenderer.
- L.** The form is a Standard Form of Tender. Certain clause /clauses may not be applicable in some cases. So, Tenderers are requested to ignore such clause /clauses, which are not applicable in the instant cases.
- M.** Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, 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 the quantity offered and you shall supply the same / execute the work at the rate quoted by you. You are at liberty to tender for the whole or any part.
- N.** The tenderer shall quote the rates in respect of jobs / services described above in various paras and shall fill **“Annexure – III & IV”** appended herewith.
- O. Failure and Termination:** If the contractor fails to delivery the stores or any instalments thereof within the period prescribed for such delivery in the contract or any time liquidation the contract before the expiry of such period, the Director (Medical)/Medical Superintendent may without prejudice to his right to recover damages for breach of the contract, be entitled at his option.
- a. To recovery from the contractor as agreed liquidated damages, and not by way of penalty a sum equivalent to 2% of the price of any stores which the contractor has failed to deliver within the period fixed for delivery for the schedule for each month 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,
- P. The payment will be made in shape of ECS/RTGS directly in to the Bank account of the tenderer . Hence the Tenderer is requested to submit the enclosed mandate form duly filled in and submit along with the Bill.**
- Q. Security deposit:**
On acceptance of the tender , within the period specified by the Medical Superintendent , the contractor shall deposit as security , **a sum equivalent to approximately 10 % of the bill value** of the contract . The Hospital authority shall be entitled to forfeit the Security deposit or any thereof without prejudice to any other remedies provided in the contract or available under the Law. The Security shall be in the form of Demand Drafts payable at Kolkata in favour of ESI Fund A/c .No. 1.



Annexure – II

Special terms & Conditions

The Selected contractor will be responsible for observation of all the aspects of the labour Laws Such as minimum wages, E.S.I, P.F Minimum Bonus etc. While quoting the rates the Contractor should take the anticipated rise in minimum wages and others statutory dues into consideration. No escalation in payment will be considered for the above reason. Failure of compliance of the Labours Laws will make the Contract liable to be cancelled.

The contractor will not allow his employees to participate in any trade union activities or agitation in the premises of the hospital

Monthly Statements:-

The Contractor shall submit a bill in 3 copies to the Engineer by 7th day of each month for the work executed up-to the end of previous month in tabulated form approved by the Engineer, showing the amounts to which the Contractor considers himself to be entitled. The bill must be supported with the following documents:

- (a) Attendance sheets along-with salary certificates, wages sheets of all the workers and staffs deployed when submitted of bill.

The Service Provider must ensure that entitled wages of the workers are credited to their bank account on the last working day of month . Service provider will not be given any relaxation in this matter.

While submitting the bill next month , the service provider must file a certificate certifying the following :-

- a)Wages of workers were credited to their bank account on (date)
- b) ESI Contribution relating to workers amounting to Rs. -----was deposited on (date)(copy of the challan enclosed)
- c)EPF contribution relating to workers amounting to Rs. -----was deposited on (date)(copy of the challan enclosed)
- d)He is complying with all statutory labour laws including Minimum Wages Act.

The Tenderer should submit bill in accordance with the above time schedule . If he fails to submit the bill by 26th of the month even then he has to make the payment to the worker on the last working days .

MEDICAL SUPERINTENDENT

TENDER APPLICATION FORM

		Name of the firm:-	
2	a	Full Postal Address:-	
	b	Cell Phone No.	
	c	Telephone No:-	
	d	Fax No.	
3		Date of Establishment of Firm:-	
4		If your Firm Registered under:-	
	a	The Indian Factories Act:-	
	b	Any other Act, if not, who are the owners (Please give full address):-	
5		Name and Address of your Bankers stating the name in which the Account stands:-	
6		Whether insured against fire, theft, burglary etc. If so, please state the amount and name of company with policy no:-	
7		Total number of Employees:-	
8		Are you in the list of approved contractors of any other organisations / institutions, if any give details (Append extra page if necessary):-	
9		Give details of any Government contracts executed during the last twelve months (Append extra page if necessary):-	
10		Any other information which you consider necessary to furnish:	

UNDERTAKING:

- I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted for any other institution/ hospital in India.
- The earnest money of Rs. _____ to be deposited by me has been enclosed herewith vide Demand Draft no. _____, Dt. _____, drawn on bank _____, Branch _____.
- I/We give the rights to Medical superintendent to forfeit the earnest money deposited by me/us if any delay occur on my/agent's part or failed to supply the article within the appointed time or the items of desired quality.
- There is no vigilance/CBI case or court case pending against the firm.
- I hereby undertake to supply the items as per directions given in the tender document / supply order within stipulated period.
- I shall be vacating any space that may be provided to me by the hospital authority to carry out the job or otherwise, before I put up the last bill of the contract period for payment.

Date:-
Place:-

Signature of the tenderer:-
Full Name:-
Designation:-

(Office seal of the tenderer)



Please quoted your rate.

(A) Maintenance for **Medical Gas Pipe line and Manifold.**

Preventive maintenance every fort night and attendance to unlimited break down call with minor repair & replacement of <u>Medical Gas Pipe line and Manifold .</u>	<u>Yearly charges in Rs.</u>
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(B) Monthly charges for Round the Clock Operational Services of **Medical Gas Pipe line and Manifold with minimum posting** of following man power :

Sl. No	Description	No of Head
1.	Technical Supervisor (General shift)	01
2.	Technical Operator (one each in shift on 08 hours basis)	03
3.	Helper (General shift)	01

Total monthly charges Rs.

Signature of Tenderer

Full Name of the Tenderer

List of Documents attached:-

- 1.**
- 2.**
- 3.**
- 4.**
- 5.**

