



EMPLOYEES' STATE INSURANCE CORPORATION HOSPITAL & ODC (EZ)
Diamond Harbour Road, Joka, Kolkata – 700 104, Fax: 033 2467 2795

Tender No. H.41.U.16/12/3/Eye/Misc/2000

Dated: 15.04.2009

Sub: Tender Enquiry – Rate Contract for supply of various Ophthalmological Implants, Intra Ocular Lens (I.O.L.).

(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.)

From: **The Medical Superintendent, ESIC Hospital & O.D.C. (E.Z),
Diamond Harbour Road, P.O.: Joka,
Kolkata: 700 104.**

To: _____

Sir(s),

The Medical Superintendent invites sealed tender for SUPPLY of / WORK CONTRACT of / TIE UP ARRANGEMENT of "**Ophthalmological Implants, Intra Ocular Lens (I.O.L.).**" as per categories / specifications and/or quantities detailed in the **Schedule** attached. The Tender Application Form (Annexure II A) and the Terms and Conditions of contract, which will govern any contract made, is annexed as **Annexure-I** and the Schedule of contract is annexed as **Annexure-II**. If you are in a position to quote for the contract in accordance with the requirements stated in the attached schedule, please submit your quotation to this office.

Tenderers are requested that, before quoting their rates or sending tender, the tender form may please be read out thoroughly (line by line), otherwise purchaser will not be held responsible for any error / oversight of his own.

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 form containing the Terms and Conditions and the Schedule should be returned in original, intact, after filling up the tender form and signing in full, on each page, 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'.

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 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.

Issue of Tender Form, Due Date & Time of submission of completed Tender Document in the Tender Box kept in the Office of ESIC Hospital.	Date of issue of Tender paper 16.04.2009 to 05.05.2009 (10AM to 3.00 PM on all working days from Monday to Friday) (On 06.05.2009 from 10 AM to 1.00 PM) Last Date of submission of tender paper 06.05. 2009 upto 2 PM.
Date & Time of Opening of Limited Tender	06.05.2009 at 2.30 PM
Earnest Money to be deposited	Rs. 2000.00
Security Deposit Money	10 % of the bill value
The cost of tender document is Rs.100.00 (Rupee One hundred only) The money is to be paid by demand draft, which should be drawn in favour of ESI Fund A/C No. 1, ESIC Hospital & ODC (EZ), payable at Kolkata. Cheques shall not be accepted.	Rs.100.00 (Rupee One hundred only)

Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, does not pledge himself to accept the lowest or any tender and reserve 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.

Acceptance by the purchaser 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.

Enclosures:

- Annexure – I (Terms & Conditions)
- Annexure – II A (Tender Application Form)
- Annexure – II B (Schedule of Work / Specifications) for supplying various **Ophthalmological Implants, Intra Ocular Lens (I.O.L.).**

Yours faithfully,

MEDICAL SUPERINTENDENT

Copy for information and necessary action to:

1. Jt. Director (Admn.), ESIC Hospital, Joka.
2. D.D. (Finance), ESIC Hospital, Joka.

Annexure – I

TERMS AND CONDITIONS FOR TENDER

Issue of Tender Form, Due Date & Time of submission of completed Tender Document in the Tender Box kept in the Office of ESIC Hospital.	Date of issue of Tender paper 16.04.2009 to 05.05.2009 (10AM to 3.00 PM on all working days from Monday to Friday) (On 06.05.2009 from 10 AM to 1.00 PM) Last Date of submission of tender paper 06.05. 2009 upto 2 PM.
Date & Time of Opening of Limited Tender	06.05.2009 at 2.30 PM
Earnest Money to be deposited	Rs.2000.00
Security Deposit Money	10 % of the bill value

INSTRUCTIONS, TERMS & CONDITIONS

1. **PREPARATION OF TENDER:**
 - a. The Tender form containing the Terms and Conditions and the Schedule should be returned in original intact after filling up the form and signing in full on each page, 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 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, wherever, call upon to do so, give full information with reference to the services in hand and shall also permit the Medical Superintendent or any other officer nominated by him to inspect the premises of the tenderer at all reasonable times and shall give full assistance and information as may be required by him in connection with the contract.
2. **SIGNING OF TENDER:**
 - a) The tender is liable to be ignored if complete information is not given therein or if the particulars and date (if any) asked for in the tender are not 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 along with the declaration form, duly completed and signed, 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 the outer cover, the following words should be written in block letters. "**Tender for supply of Ophthalmological Implants, Intra Ocular Lens (I.O.L.) 2009**".

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.

4. LATEST HOUR FOR RECEIPT OF THE TENDER:

Your tender must reach this office not later than the time and date notified in the Tender Notice stated in the schedule of tender. 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. Tender sent by hand delivery, should be delivered at this office not later than the due date and time stipulated in the schedule of tender.

5. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

- i) All tenders should remain open for acceptance for **a period of twelve months** from the date of award of **Contract** / 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. The period of the contract can be extended for further period at the discretion of the Competent Authority, to a maximum of one year, on terms and conditions of the hospital, while accepting the tender.
- 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:

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

7. PRICES:

- i) The prices quoted must be per unit shown in the schedule inclusive of all packing and delivery charges wherever applicable. Refunds on account of returnable package (if any) are to be separately specified. Price & Fund must be clearly shown in figures and words in Indian Currency.
- ii) Tenderers should clearly specify whether prices quoted are inclusive of Sales Tax/ VAT / duties / statutory charges or such charges are extra. Where no specific mention is made to Sales tax / VAT/ or other duties, prices quoted shall be deemed to be inclusive of such taxes / charges.

8. DELIVERY TERMS

- a) The delivery of the stores / execution of work / providing the services etc., is required within a period as specified and as the place mentioned therein.
- b) The tenderer shall deliver the stores/ execute the work at the destination / space defined to the consignee / authority in good order (of which the Medical Superintendent, ESIC Hospital & ODC (EZ), Joka, Kolkata shall be the sole judge) within the limits of the time the Medical Superintendent may deem reasonable and specify and in such quantities/qualities as may be ordered by him from time to time.
- c) Time for and date of delivery: The essence of contract: - The time for and the date of delivery of the stores / date of execution of work as stipulated in the schedule shall be deemed to be the essence of contract and delivery / execution must be completed not later than the date(s) specified.

But, if the delay shall have arisen from any cause, such as strikes, lockouts, fire accidents, riots etc., which, the Medical Superintendent, ESIC Hospital & ODC (E.Z) may admit it as reasonable ground for further time, the Medical Superintendent may allow such additional time required by circumstances of the case.

9. SAMPLES

Wherever applicable / asked, the firms shall have to submit samples of item(s) for verification / inspection, approval, etc., if required and the firm shall have to comply with such conditions of pre supply inspection / verification and shall have to abide by the decisions / directions of Hospital Authority in this regard. It is, therefore, in the own interest of the firm(s) concerned to get their proofs / samples, etc verified / inspected before effecting supply at their own cost. Samples of what you offer to supply should not be less than the quantity necessary for the test given in the specifications (if any) or in the schedule to tender. Each sample should have a card affixed to the sample which should bear the following information:

- i. Your Name and address
- ii. Tender Number
- iii. Date of opening of tender
- iv. Item no. against which tendered
- v. Any other relevant description deemed fit.

Samples shall not be returned normally (until specifically asked for within one month of opening of tender in case of implants and instruments only) and shall be the property of the ESIC.

10. Normally Part supply or part bill will not be accepted. However, in exceptional circumstances the same may be accepted at the sole discretion of the competent authority of the hospital, against clear written request from the firm.
11. All Challans as well as the Bills are to be submitted strictly in triplicate. Bill should be pre-receipted with application of revenue Stamp wherever necessary. Care should be taken to submit the challans and bills duly completed and without any errors to prevent rejection / cancellation / delay in processing of bills.
12. The tenders should be furnished in the following **SPECIFIED** manner in the specified columns only.

SI. No.	Specifications as per the Tender Schedule		Brand	Pack size quoted and unit	Cost quoted for the Pack size as per column E
	Specified SI. No.	Name of the Item and Specification			
A	B	C	D	E	F

13. Stores older than one-sixth of its useful shelf-life will not be accepted, normally.
14. The tenderer quoting for any branded items shall submit the authorisation letter of the concerned manufacturing firm for dealership / distributorship etc., as applicable.

15. INSPECTION OF STORES / WORK:

Supplies shall be accepted / work shall be certified as completed subject to inspection by Medical Superintendent, ESIC Hospital & ODC (EZ), Joka, or his assigned representative. Any defect found in the materials / work done will render the supplies / work open to rejection and decision of the Medical Superintendent, ESIC Hospital & ODC (EZ), Joka, shall be final and legally binding. **The rejected store shall be returned to the suppliers and the supplier firm(s) shall have to take the same back at their own cost and risk, and shall replace such rejections with the items of standard specifications / quality as acceptable to the Hospital Authority within the time specified by the hospital authority;** alternatively, the stores may be purchased from others / work may be executed through others, at the risks and costs of the tenderer, at the discretion of the authority.

16. 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) **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, 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.
- d) **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:-
 - *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, or*
 - *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.*
 - *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.*
- e) **Arbitration:** In the event of any question, dispute or difference arising under these conditions or any special conditions of the 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 as appointed by the Medical Superintendent. It will be no objection that the arbitrator is a Govt. servant, that he had to deal with the matter to which the contract relates for that in the course of his duties as a Govt. 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 this contract: -

- i. *If the arbitrator be Medical superintendent, ESIC Hospital & ODC (E. Z), Joka.*
- ii. *In the event of his being transferred to vacating his office by resignation or otherwise, it shall be lawful for his successor in office either to proceed with the reference himself or to appoint another person as arbitrator, OR*
- iii. *In the event of his becoming unable to act for any reason, it shall be lawful for Medical Superintendent, ESIC Hospital & ODC (E. Z), Joka, to appoint another person as arbitrator.*
- iv. *If the arbitrator be a person appointed by the Medical Superintendent.*

1. In the event of his denying neglecting or refusing to act being unable to act, for any reason, it shall be lawful for the Medical Superintendent 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, ESI 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.

2. Subject as aforesaid the Arbitration Act, 1940 and the rules there under 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 contractor 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 at Kolkata.

- In the clause, the expression 'The Director General', ESI Scheme means, the Medical Superintendent, ESI Scheme for the time being and includes is there be no Medical Superintendent the officer who is for the time being the administrative head of the ESI Corporation, whether in addition or otherwise. For the purpose of the contract including arbitration proceedings there under, the Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, shall be entitled to exercise all the rights and powers of the purchaser.

- f) **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.
- g) **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.
- h) **Assistance to contractor:** The contractor shall not be entitled to assistance either, in the procurement of raw materials required for the fulfilment of the contract or in the securing of transport facilities.
- i) 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.
- j) 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.
- k) **Failure and Termination:** If the contractor fails to deliver the stores or any instalments thereof within the period prescribed for such delivery in the contract, the Medical Superintendent may without prejudice to his right to recover damages for breach of the contract, be entitled at his option to procure the same from the next higher bidder or any other source at the risk and cost of the tenderer.
- l) 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, or
- m) 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 Director (Medical)/Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, readily procurable such opinion being final). Without cancelling the delivery in respect of the consignments not yet due for delivery, or
- n) 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 Director (Medical) / Medical Superintendent readily procurable, such opinion being final) at the risk and cost of the contractor.
- o) **Earnest Money:** The tenderer shall have to deposit an amount of **Rs.2000.00** as earnest money with their tender, failing which the tender is liable to be rejected out rightly. The earnest money is to be paid by **Demand Draft**; the same should be drawn **in favour of ESI Fund A/c No. 1, ESI Hospital & ODC (E.Z), payable at Kolkata** and attached with the tender, **Cheques will not be accepted for Earnest Money**. 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.

- p) **Security Deposit:** On acceptance of the tender, contractor shall within the period specified by the Medical Superintendent, deposit as security, **a sum equivalent to approximately 10% of the Bill value** of the contract or the same shall be deducted from the ensuing bill/s of the contractor at the discretion of the competent authority. The hospital authority shall be entitled to forfeit the Security Deposit or any part 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.
- q) If the contractor fails in fulfilling above-mentioned terms and conditions, such failure will constitute a breach of the contract and the Medical Superintendent shall be entitled to make other arrangements at the risk and expense of the contractor.
- r) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor 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.
- s) 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.
- t) The rates once accepted by the hospital shall remain unaltered throughout the period of contract, including any extended period.
- u) 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.
- v) 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.
- w) 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.
- x) The tenderer shall quote the rates in respect of jobs / services described above in various paras and shall fill "**Annexure - II B**" appended herewith.
- y) Selection of tender will be made strictly, on the basis of quality of the product and other parameters to be judged by the competent authority of hospital.

Annexure – II A

TENDER APPLICATION FORM

1	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:	
9	Give details of any Government contracts executed during the last twelve months:	
10	Any other information which you consider necessary to furnish:	

UNDERTAKING:

- a. I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- b. 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.
- c. The earnest money of Rs. _____ to be deposited by me has been enclosed herewith vide Demand Draft no. _____, Dt. _____, drawn on bank _____, Branch _____.

- d. 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.
- e. 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.

Date: -

Signature of the tenderer:-

Place: -

Full Name:-

Designation:-

(Office seal of the tenderer)

Annexure-II

SPECIAL TERMS AND CONDITIONS

The following special terms and conditions shall apply for supplying **various Ophthalmological Implants, Intra Ocular Lens (I.O.L.)** at ESIC Hospital & O.D.C. (E.Z), Joka.

A. GENERAL:

- 1.0. The tenderer should have a permanent place of business in Kolkata and the complete Postal Address, telephone / Mobile / Fax / E-mail address, etc. while submitting the completed tender form.
- 2.0. The agency while submitting their tender form shall enclose certified Photostat copies of experience, trade licence essential for carrying out the activities under reference and any such other documents specified in other papers hereto. Tender form incomplete in any respect and not supported with Earnest Money and such requisite documents, will be summarily rejected by the hospital.

B. INSPECTION / INSTALLATION OF STORES / IMPLANTS:

Supplies shall be accepted and work shall be certified as completed subject to **satisfactory and complete installation** (upto full potentials claimed for that respective implant) of the equipment / stores supplied including supply of all accessories, and certified by the assigned officer, and subsequent inspection by Medical Superintendent, ESIC Hospital & ODC (EZ), Joka, or his assigned representative. Any defect found in the materials / Implant / stores supplied / work done will render the supplies / work open to rejection and decision of the Medical Superintendent, ESIC Hospital & ODC (EZ), Joka, shall be final and legally binding. The tenderers shall **have to take the same (rejected store) back at their own cost and risk**, and **shall replace** such rejections with the items of standard specifications / quality as acceptable to the Hospital Authority. Alternatively, the stores may be purchased from others / work may be executed through others, at the risks and costs of the tenderer, at the discretion of the authority.

C. WARRANTY / GUARANTEE:

Along with the bid the following information are to be provided exclusively.

- (i) All the **equipments / Instruments** shall be carrying **at least 1** (One) year warranty / guarantee against defects of manufacturer/workmanship and poor quality of components.
- (ii) The **following written guarantee / declaration must be provided exclusively** while quoting for **Implants / consumables**.
- The name, addresses, phone no, fax no, etc, of the authorised dealer / service centre (as the case may be) in Kolkata for each of the specific implants / consumable quoted.**
 - A declaration that the specific implant with the given specifications has not been sold to any other organisation at a lesser price than the price quoted here for each of the specific article quoted.**
- (iii) **The complete information & certification regarding the composition of the metal / material used in the implants must accompany the bid.**
- (iv) **The Tenderer shall submit an attested Photostat copy of the drug license of the manufacturer, manufacturing the implants which are being quoted in this tender.**

D. SAMPLES / DEMONSTRATION

Wherever applicable / whenever asked, the firms shall have to submit samples of item(s) / arrange for demonstration of items for verification / inspection, approval, etc., and the firm shall have to comply with such conditions. It is, therefore, in the own interest of the firm(s) concerned to get their proofs / samples, etc verified / inspected before effecting supply at their own cost. Samples supplied should not be less than the quantity necessary for the test given in the specifications (if any) or in the schedule to tender. Each sample should have a card affixed to the sample which should bear the following information:

- vi. Your Name and address
- vii. Tender Number
- viii. Date of opening of tender

- ix. Item no. against which tendered
- x. Any other relevant description deemed fit.

Samples shall not be returned normally (unless specifically asked for within one month of opening of tender **in case of implants, Equipments and instruments** only, where the same shall be collected back from the hospital at the cost and risk of the tenderer) and shall be the property of the ESIC. The tenderer / firm / company shall arrange for demonstration of equipment / instrument / article when asked to do so at his own cost and risk during anytime before finalisation of tender.

E. DETAILS OF ITEMS QUOTED:

It is mandatory to indicate the full name, make / brand, model number, and details specification of the articles quoted by them, (in addition, a brochure of product information may be attached along with). Tenderers also have to indicate clearly the Name, Address and all Contact numbers of the MANUFACTURING FIRM and the firm responsible for providing AFTER SALES SERVICES, in case of the equipments quoted by them.

F. It may please be noted that sometimes, the specific size / measurement of an implant / item could only be determined by the surgeon in the operation theatre, due to individual variations in physical measurements of patients. The tenderer should be willing to provide necessary arrangements, in consultation with the concerned officer of the department, in such cases, so that items within a range of sizes / measurements are available at operation to choose from. It is made clear that only those items which are selected and used in such cases are considered for procurement and the rest / unused items in such cases are to be taken back by the tenderer at his own risk and cost.

G. The tenderer shall be ready to supply the implants/ consumable **Ophthalmological Implants, Intra Ocular Lens (I.O.L.)** with in 24 hours of intimation of the supply order & as & when required.

MEDICAL SUPERINTENDENT

Annexure – II B

Sl.No.	Name of the Item	Brand	Cost/Unit (Rs.)	Tax , if any	Total Cost (Rs.)
1	SICS IOL PMMA, Biconvex, modified 'C' optics 6 mm overall diameter 12.5 mm	Indian make			
2	Phaco IOL PMMA, Biconvex, modified 'C' optics 5 or 5.5 mm overall diameter 12 mm	Indian make			

Signature of theTenderer