





**OFFICE OF THE MEDICAL SUPERINTENDENT**

**ESIC MODEL HOSPITAL CUM ODC, ANDHERI (EAST), MUMBAI-93**

**Fax 022 28315603 PBX- 28367203 – 07**

**COST OF TENDER FORM Rs. 200/-**

**TENDER FORM**

Sealed tenders are invited from “ Authorized Manufacturers / Dealers/Importer” for supply of **OPHTHALMIC CONSUMABLES**, in ESIC MODEL HOSPITAL CUM ODC, ANDHERI (EAST), MUMBAI-400093. For preparation of RATE CONTRACT for Two Years.

**Earnest money deposit:-Rs.70000/-**

**TENDER EVALUATION :-**

Tenders evaluation will be done in three stages

1. Pre-qualification bid
2. Technical bid and
3. Price bid.

Each bid to be submitted in separate sealed envelopes super-scribed as “Pre-qualification Bid”, “Technical Bid” and “Price Bid” respectively. All these 3 envelopes should be put in another envelope marked as “**OPHTHALMIC CONSUMABLES**” and sealed with sealing wax.

**PRE QUALIFICATION BID:-**

It should be enclosed in an envelope and sealed with sealing wax and super-scribed “Pre-qualification bid for **OPHTHALMIC CONSUMABLES** “along with Name and Address of Bidder.

Documents to be attached with Pre-qualification Bid:-

1. Earnest Money Deposit in the form of Demand Draft / Pay Order in favour of **ESI Fund Account No 1, ESIC MODEL HOSPITAL, ANDHERI**, Payable at Mumbai.
2. Self attested photocopies of latest and valid STCC/VAT registration certificate
3. VAT Receipt (upto 31.12.2010 or thereafter).
4. Undertaking as per **Annexure- I**
5. Criminal liability undertaking as per **Annexure- II**
6. Pre qualification check list in the prescribed form (**Annexure – III**).
7. Original Tender document duly signed by Authorized Signatory of the bidder (on each page) with rubber seal of the firms in token of acceptance by the Bidder of all terms & conditions.
8. Bidders profile giving complete details about the firm including the period for which it is in this business.
9. Copy of partnership Deed in case of Partnership firm/Memorandum and Article of Association with undertaking and authorization for signing the Tender Documents.
10. Audited Annual Accounts for the last 3 years (2007-2008,2008-2009,2009-2010)
11. Attested copy of PAN Card issued by Income Tax department

**Tender found deficient in any of above shall be rejected outright.**

Technical bid of the bidders who qualify on the basis of Pre-qualification Bid will be opened on the same day. Date of opening of the Price Bid in respect of bidders who qualify on basis of Technical Bid (after evaluation by Technical evaluation committee) will be displayed on notice board in administrative block.

**TECHNICAL BID:-**

The firm should submit the technical bid in a sealed cover separately super-scribing “Technical Bid for **REHABILITATION CONSUMABLES**” along with Name and address of the Bidder.

**Technical bid should contain:**

- a. List of Items (Annexure –V) Quoted With Specification As Per Table--1.
- b. Current Original Authority letters of Manufacturer as per **Annexure IV**.
- c. Attested photocopy of latest Valid License for authorized stockiest and distributorship as applicable should be provided.
- d. Each of the documents should be properly serialled, signed and stamped by tenderer.
- e. Literature & Catalogues in support of the items quoted must be enclosed.

**TABLE-1**

S.NO.	ITEM NO	NAME OF THE ITEM (As per list of the Items)	MANUFACTURER	MARKETED BY IF ANY	SPECIFICATIONS IF APPLICABLE	BRAND	PACKING

The Committee constituted by the Medical Superintendent will technically evaluate the items on the basis of specification if any, as per **Annexure V**, make/brand quoted; literature enclosed, sample submitted wherever asked, the authority from manufacturer for the item etc. The items accepted technically will only be considered for price evaluation (price bid). Price should not be quoted with technical bid; otherwise the tender will be rejected without any correspondence.

**PRICE BID:-**

- 1. Should be submitted in a separate sealed envelope super-scribing the word “Price bid for **“REHABILITATION CONSUMABLES”** along with Name and address of the Bidder.
- 2. **The price for each item** should indicate all inclusive lump sum price offered for each item including cost of the item, freight, insurance, transit insurance, packing, forwarding, sales tax, excise duty, VAT, Octroi etc.. The all inclusive lump sum price should be on F.O.R. No other charges in addition will be payable on any account over and above the lump sum price quoted. Offers with price variation clause will not be accepted.  
The rates quoted in ambiguous terms such as **“Freight on actual basis”** or **“Taxes as applicable extra”** or **“Packing forwarding extra”** will render the bid liable for rejection irrespective of its gradation in respect of lump sum prices quoted.
- 3. Bidders shall include the actual rate of Octroi, Excise duty, sales tax, VAT, etc. which will be payable since this hospital does not provide certificates like Octroi exemption, Form D or Form C etc.
- 4. No item should be quoted with price more than the M.R.P. or prevalent market rate.
- 5. Price quoted should be in Indian currency. .

6. Bidders should quote their rates separately for each item in the format given below Alongwith Soft Copy of same.

S. NO.	ITEM NO	NAME OF THE ITEM (As per list of the Items)	MANUFACTURER	MARKETED BY IF ANY	SPECIFICATIONS IF APPLICABLE	BRAND	PACKING	LUMPSUM UNIT (PER PIECE) PRICE

**TERMS AND CONDITIONS**

1. The Firm should be a manufacturing firm and / or the dealer authorized by the manufacturing firm /importer is allowed to participate. A Manufacturer should authorize **only One** dealer. In case it is found that more than one dealer is authorized for particular item,then that particular item is liable to be rejected.
2. All the tenderer / authorized dealers are required to submit original authority letter as per Annexure IV. Photocopy will not be considered. The tender without authority/incomplete authority letter will be a disqualification for the item quoted.
3. (i) **For Indigenous items**, sub-authorization will not be accepted.  
(ii) **For Imported items**, company having the marketing rights can authorize distributor for supply of items. However further sub-authorization by authorised distributor will not be accepted. Necessary authorization documents should be attached.
4. The manufacturer should enclose their original product sheet/ product list.
5. No Price should be quoted in Pre-Qualification Bid & Technical Bid. If any price is quoted in these bids, the entire tender will be treated as invalid.
6. Samples/demonstration of the quoted items will have to be given by eligible tenderer as and when informed by central Store within 15 days from the date of issue of letter in the same serial order as quoted in tender for evaluation. Nonsubmission of sample&demonstration will form the ground for non acceptance of bid. Every sample of item quoted should be tagged with the slip on which the name of the firm ,item no. of the tender and name of the items should be mentioned. After finalization of the tender ,the sample of the unapproved firms must be removed by the firms from hospital premises within 15days after the date of decision failing which hospital will not be held responsible for unclaimed samples. Successful bidders will have to deposit five such more samples for further reference.

**7 SUBLETTING OF CONTRACT:-**

The Contractor shall not sublet, transfer or assign the contract or any part thereof without the written permission of Medical Superintendent. In the event of the contractor contravening this condition the 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 with the Medical Superintendent ESI Hospital, may sustain in consequence of arising out of such replacing of the contract.

**8 ASSISTANCE TO CONTRACTOR:**

The Contractor shall not be entitled to assistance either in the procurement of raw materials required for the fulfillment of the contract or in the securing of transport facilities.

9. The tender documents should be typed. Any cutting/overwriting must be signed by the Bidder, otherwise the rates in r/o that particular item may not be considered.
10. Each and every page of the tender must be numbered and signed by the Bidder along with seal of the firm.
11. Covering letter should clearly indicate the list of enclosures.

12. The tender will be kept open for acceptance for a minimum period of 120 days from the date of opening of the price bid.
13. **Security Deposit: In case selected, EMD will be kept as security deposit EMD/Security of successful tenderer will be returned without any interest on receipt of performance report from user departments after the expiry of rate contract.**
14. EMD shall be released to unsuccessful bidders after completion of tender process, subject to compliance of all other terms & conditions of Tender. The EMD shall not carry any interest.
15. THE RATES QUOTED WILL BE TAKEN AS FIRM AND FINAL.
16. The Quoted rates will be **valid for a period of Two year** from the date of acceptance of the tender Bid.
17. **FALL CLAUSE:** If at any time during the execution of the contract, the contractor/ manufacturer reduce the sale price or sell or offer to sell such stores, as are covered under the contract, to any person/organization, including any Department of the Central Govt./State Govt. at a price lower than the price chargeable under the contract, he shall forthwith notify about such reduction or sale or offer of sale to Medical Superintendent / Store Manager and the price payable under the contract for the store supplied after the date of coming into force of such reduction or sale or offer of shall stand correspondingly reduced.
18. **Jurisdiction:-** All question, disputes or differences arising under or out of or in connection with the Tender, shall be settled by sole Arbitration of Medical Superintendent, ESIC Model Hospital & ODC, Andheri (East), Mumbai-93 or a person appointed by him on his behalf.
19. The Bidders are bound to supply the stores during the validity of tender at the approved rates.
20. Tender forms are not transferable.
21. Mere approval of the tenders shall not bind the Medical Superintendent to necessarily procure the items.
22. The firms may be asked to deliver the goods in installments/fixed interval against the order of the full year. In case firm fails to deliver the particular installments at its scheduled time, this office reserves the right to procure the item in the open market and the excess expenditure incurred will have to be borne by the bidder
23. Firms have to supply the certificate for all sterile consumable items manufactured in India from Govt. authorized laboratory/in house test report.
24. Attested Photocopy of latest valid Drug Import license wherever applicable duly issued by Drug Controller of India in respect of items being quoted in tender.
25. Manufacturer/supplier will be fully responsible to observe all rules and regulations under the various drug & cosmetics act issued by the government from time to time.
26. The Medical Superintendent reserves all rights to get inspection analysis of any item from a govt. or pvt laboratories ; the cost of which has to bear by the bidder. The Supplier will be fully responsible to bear any damages / loss sustained to a patient/ govt. through the use of any defective materials. Bidder will also arrange immediate replacement if the product is found of substandard quality.
27. The Decision of expert committee/purchase committee constituted by the medical superintendent regarding approval rates and samples for different categories of items will be final.

## **TERMS AND CONDITIONS OF THE SUPPLY ORDERS:-**

1. The delivery of the goods has to be made to the hospital strictly in accordance with the supply order & with the approved specification.& within specified time. But if the delay shall have arisen from any cause such as strikes, lock-out, fire accidents riots etc. which the THE MEDICAL SUPERINTENDENT, ESIC MODEL HOSPITAL ANDHERI, may admit as reasonable ground for further time, the Medical Superintendent, may allow such additional time required by circumstances of the case.
2. Delivery period will be Six weeks from the date of dispatch of Supply Order.
3. Life Period:- The items supplied having shelf life should not have passed more than half of shelf life from the date of manufacturing at the time of supply.
4. **Packing :**
  - (i) Responsibility for proper packing.:-The contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail/road 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 organization who placed the contract, the designation of the stores and quantity contained in the sale or package.
5. **Penalty Clause:-**

If the successful tenderer fails to execute the supply order within the stipulated period (6 weeks from the date of dispatch of supply order), penalty of 5% of the value of the order per week or a part of a week will be levied. The maximum penalty for late supply shall not exceed 10% of the total value of the order/orders and if the order is not supplied even after two weeks then the items/goods will be procured from next higher bidder and the difference will be recovered from subsequent bills/security money deposit. The cut of date of delivery period shall be counted from the date of actual dispatch of supply orders to date of receipt of supplies at FOR destination. If part supply is done by the firm, risk purchase will be resorted to remaining quantity which has not been supplied. The extra expenditure involved in procuring the supplies will be recovered in full from the firm at the discretion of the competent authority. The risk purchase so imposed will be payable by the firm or will be deducted from the incoming bill(s)/security money of the firm.
6. Supplier must ensure that challan is submitted to the hospital along with the supplies. The number and date of delivery challan must be indicated in the bill.
7. Triplicate bills duly, pre receipted on appropriate revenue stamp affixed to be submitted in the name of the Medical Superintendent.
8. The bill should be in printed form having printed bill number, VAT/CST/TIN Number as well as D.L. No. (Where ever applicable).
9. **Inspection and Rejection:** supplies will be accepted subject to inspection by the Inspecting Officer nominated by Medical Superintendent. Any defect found in the material will render the supplies open to rejection. And decision of the medical superintendent will be final and legally binding. The rejected store will be returned to the suppliers at their risk and cost.
10. If any items are rejected then without prejudice to the foregoing provision the Medical Superintendent shall be at liberty to:
  - i) Allow the contractor to resubmit items in replacement of those rejected within time specified by the Medical Superintendent or the replacement without being entitled to any extra payment,

ii) Buy the quantity of the items rejected or others of similar nature elsewhere at the risk and cost of the contractor without affecting the contractor's liability as regards supply of any further consignments due under the contract.

iii) Terminate the contract and recover from the contractor the loss, the Medical Superintendent thereby incurs.

**11. Removal of rejections:**

a) Any stores submitted for inspection and rejected by the Inspecting Officer 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 be at the Contractors risk from the re-mentioned time, the Medical Superintendent shall have the right either to return the rejected stores at the contractor's risk in such mode of transport as the Medical Superintendent may select or to dispose off 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 Medical Superintendent in connection with the said sale. Freight to destination shall be recoverable from the contractor at the Public Tariff Rate.

b) 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 Medical Superintendent 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.

12. In case it is a computer-generated bill, it must have the seal of the firm affixed on it.

**13. Payments will be made only after the receipt of the items in good condition as per specification against the supply order and satisfactory inspection. No advance payment will be made.**

14. All the disputes relating to this tender inquiry and Rate Contract shall be subject to the territorial jurisdiction of courts at MUMBAI only.

**EXCLUSIVE RIGHT OF MEDICAL SUPERINTENDENT:-**

Medical Superintendent ESIC Model Hospital & ODC, Andheri (East), Mumbai-93 has the full and exclusive right to enhance or reduce the quantity or to decide not to purchase any tendered items, to accept any tender in full or in part, to place order on one or more firms ,to reject any or all the tenders without assigning any reasons thereof. No enquiries, verbal or written shall be entertained in respect of acceptance/ rejection of the tender.

**JOINT DIRECTOR (ADMIN)**

(TO BE SUBMITTED ON A NON-JUDICIAL STAMP PAPER OF Rs.100/-)

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
2. The items supplied by me/us, would be of the best quality and as per specifications.
3. I/we hereby undertake to supply Surgical Consumables to **ESIC MODEL HOSPITAL ANDHERI (E) MUMBAI** for the period of Two years at the rates quoted by me/us and in the packing specified in the prescribed tender form, which is submitted herewith according to the instructions and the terms and conditions. The duration of the said contract may be extended on the same terms and conditions & rates if the **MEDICAL SUPERITENDENT** so desires.
4. The rates quoted against each item of Surgical Consumables by me/us in the tender are all inclusive lump sum unit price offered for each item including cost of the item, freight, insurance, transit insurance, packing, forwarding, sales tax, excise duty VAT, Octroi etc.( lump sum unit price for F.O.R-ESIC MODEL HOSPITAL ANDHERI).
5. Necessary documents as required are enclosed herewith in the order in which they are mentioned.
6. Samples of the quoted items will be submitted by me/us as and when informed by central Store within 15 days from the date of issue of letter in the same serial order as quoted in tender for evaluation.
7. Earnest money deposited by me/us, may be retained till the finalization of the tender.
8. I/we understand that security deposit /EMD submitted is likely to be forfeited in the event of lapse on my/our part to comply with the terms and conditions of the tender and also on the supplying drug/items of sub-standard quality or if proven to have followed unscrupulous practices apart from the liability of penal action for violating the law of the land.
9. My/our firm has not been blacklisted by any other Govt. Institution/ Organization during the last three years.
10. I/we also take cognizance of the fact that failure to furnish the information called for by the **MEDICAL SUPERITENDENT** or to comply with any requirements laid down under the conditions will be considered as disqualification and the tender by rejection on that account.
11. I/we undertake to abide by the instructions issued by the **MEDICAL SUPERITENDENT ESIC MODEL HOSPITAL ANDHERI (E) MUMBAI** from time to time.
12. In case of my supply declared substandard by any approved agency I/we am/are liable for appropriate action.
13. The rate quoted by me/us will not be higher than the rate quoted by me/us to any Govt. Institution/other organization during the contract period.
14. If at any time during the execution of the contract, I/we reduce the sale price or sell or offer to sell such stores, as are covered under the contract, to any person/organization, including any Department of the Central Govt./State Govt. at a price lower than the price chargeable under the contract, I/we shall forthwith notify such reduction or sale or offer of sale to Medical Superintendent / Store Manager and the price payable under the contract for the store supplied after the date of coming into force of such deduction or sale or offer shall stand correspondingly reduced.
15. I/We undertake to bear the cost of testing for quality of items supplied whenever decided to do test during contract period.
16. I/We hereby undertake to pay penalty as per terms and condition for delayed /non supply
17. It is certified that rate quoted by me/us are not higher than the MRP/Prevailing market rate
18. It is certified that the quoted items have not been and are not being supplied to any other organization at a rate lower than being quoted here.



19. I/we understand that Medical Superintendent, ESI Hospital Andheri, has the right to accept or reject any or all the tenders without assigning any reasons (s) thereof.
20. The decision of the Medical Superintendent ESIC Model Hospital & ODC, Andheri (East), Mumbai-93 will be final and binding upon me/us.

I/we hereby undertake to abide by the terms and conditions of the contract and I/we have signed all the papers of terms and conditions and filled up prescribed Proforma given along with the tender.

Place.....

Signature of Bidder  
(Name of Bidder)  
With seal of firm

**Affirmation**

I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period Medical Superintendent ESIC Model Hospital & ODC, Andheri (East), Mumbai-93, will have full authority to take appropriate action as he/she may deem fit.

Place .....  
Date.....

Signature of Bidder  
(Name of Bidder)  
With seal of firm

**ANNEXURE – II**

**CRIMINAL LIABILITY UNDERTAKING ON Rs. 100/- AFFIDAVIT**

I.....S/o..... Resident of  
.....  
..... do solemnly pledge and affirm: -

1. That I am the proprietor /partner/authorized signatory of  
M/s. ....

2. That my firm has not been declared defaulter by any govt. agency and that no case of any nature i.e. CBI,  
Criminal/Income Tax/ Sales Tax/ Blacklisting is pending against my firm.

Name :-

**Signature** :-

**Rubber stamp** :-

Affirmation/Verification :-

**ANNEXURE – III**

**PRE QUALIFICATION BID CHECK LIST**

(CERTIFICATES/DOCUMENT TO BE SUBMITTED WITH PRE QUALIFICATION BID)

Before submitting the tender, the tenderer should check the following enclosures (to be submitted with pre qualification bid)

S. No.	PARTICULARS	YES	NO
1	Earnest Money Deposit in the form of Demand Draft / Pay Order in favour of <u>ESI Fund Account No 1, ESIC MODEL HOSPITAL, ANDHERI</u> , Payable at Mumbai		
2	Self attested photocopies of latest and valid STCC/VAT registration certificate		
3	VAT Receipt (upto 31.12.2010 or thereafter.		
4	Criminal liability undertaking on an affidavit of Rs. 100/- as per prescribed form regarding CBI Case/Criminal Case/ Income Tax Case VAT/Sales Tax Case/Black listing not pending against the bidder or manufacturer, marked as Annexure II in Tender Document.		
5	Tender Document duly signed by Authorized signatory of Bidder		
6	Undertaking as per <b>Annexure- I</b>		
7	Attested copy of PAN card issued by Income Tax department.		
8	Bidders profile giving complete details about the firm including the period for which it is in this business.		
9	Copy of partnership Deed in case of Partnership firm/Memorandum and article of association with under taking and authorization for signing the Tender Documents.		
1	Audited Annual Accounts for the last 3 years(2007-2008,2008-2009,2009-2010)		

Please note that failure to submit any one of the above certificates/documents shall render the tender invalid.

Signature of Bidder with rubber seal (s)  
Name & Address of the Bidder(s)  
Address of the Bidder(s)

**Annexure-IV**

AUTHORITY LETTER

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Date:-----

(Authority letter to be issued by the manufacturer for appointing Distributor/Dealer/Agent etc.)

I/we the undersigned who is/are authorized

signatory/signatories of the manufacturing firm M/s.

\_\_\_\_\_

\_\_\_\_\_

Address

\_\_\_\_\_

do hereby Authorize M/s.

\_\_\_\_\_ Address

\_\_\_\_\_

to supply items/drugs/collect the orders/raise the bills for the items manufactured by me/us. I/we have not authorized any other Distributor/Agents/Dealer etc. for this purpose.

I/we have gone through all the terms and conditions of the tender and will be binding on me/us and also on the Distributor/Dealer/Agent M/s.

\_\_\_\_\_

appointed by me/us during the whole contract period including extension period of the said contract

Authorized signatory of the firm

(Rubber stamp)

**NOTE:** This letter of authorization should be on the letter head of the manufacturing concern and should be signed by a person competent and having the Authorization to issue said certificate on behalf of the manufacturing firm.

### Annexure-V

#### LIST OF OPHTHALMIC CONSUMABLE ALONG WITH SPECIFICATION

S. NO.	NAME OF ITEMS	APPROX.ANNUAL REQUIRMENT
1	POLYMETHYL METHACRILATE-PMMA (RIGID) SINGLE PIECE 6mm PCIOL( ALL POWER)	100
2	POLYMETHYL METHACRILATE-PMMA (RIGID) SINGLE PIECE 5/ 5.2mm PCIOL( ALL POWER)	160
3	FOLDABLE, ACRYLIC ,SQUARE EDGE, ASPHERIC SINGLE PIECE PCIOL WITH INJECTOR( ALL POWER)	160
4	FOLDABLE, ACRYLIC ,SQUARE EDGE, ASPHERIC THREE PIECE PCIOL WITH INJECTOR( ALL POWER)	80
5	CRESCENT BLADE	600
6	AC KNIFE SIDE PORT	600
7	KERATOME BLADES 2.8mm	600
8	KERATOME BLADES 5.2mm	200
9	IRIS HOOK (DISPOSABLE) SET	10SET
10	SCLERAL FIXATED I.O.L( ALL POWER)	10
11	10-0 POLYPROPYLENE SUTURE ON DOUBLE ARMED SPATULATED NEEDLE STRAIGHT	10
12	ENDOCAPSULAR RING/CAPSULE TENSION RING	6
13	BANDAGE SOFT CONTACT LENS	8
14	AUTOCLAVABLE TRAY WITH SILICON MAT—THERMOPLASTIC BOX WITH TRANSPERANT LID WITH SILICON PERFORATED MAT. APPROX. SIZE 245X146X25 mm	10
15	TRYPAN BLUE	400
16	CHONDROITIN SULPHATE INJECTION	50
17	A C IOL-( ALL POWER)	40
18	SODIUM HYALURONATE 1.4% INJECTION	100

The Items should be of **best quality and workmanship** and comply with the contract and in all respect to be the satisfaction of the **Technical Evaluation Committee**.