

DIRECTORATE (MEDICAL) DELHI  
ESI HOSPITAL COMPLEX  
ROHINI : SECTOR-15 : NEW DELHI-110085  
=====

No:-DMU/16/55/ Hearing Aid/2009/CS

Dated.....2009

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: |
| |
| The Director (Medical)Delhi E.S.I Dispensary Complex, |
| Tilak Vihar, New Delhi-110018. |
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| All communications must be addressed to the officer named |
| above by title only and not by name. |
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From : The Director (Medical)Delhi,  
ESI Hospital Complex,  
ROHINI, SECTOR-15 ,  
New Delhi-110085.

To

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

Dear Sir,

1. SIGNING OF TENDER

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 Procuracionem."

(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.

2. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN

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

3. 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.

4. DELIVERY TERMS

The tenderer shall deliver the stores as F.O.R destination to the consignee in good order (of which Director (Medical) Delhi/Medical Supritendent shall be the sole judge as the case may be) within the limits of time as Director (Medical) Delhi/Medical Supritendent may deem reasonable and specify and in such quantity or quantities as may from time to time be ordered by him.

But if the delay shall have arisen from any cause such as strikes, lock-out, fire accidents riots etc. which the Director (Medical) Delhi/Medical Superintendent, ESI Hospital may admit as reasonable ground for further time, the Director (Medical) Delhi/Medical Superintendent, may allow such additional time required by circumstances of the case for supply of Hearing Aids.

5. SAMPLES:

Please see para of instruction supplement also (Annexure-V)

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 which should bear the following information.

- a) Firm 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 than 15 days are liable to be ignored.

6. INSPECTION OF STORES

Supplies will be accepted subject to inspection by Director (Medical) Delhi/Medical Superintendent E.S.I. Hospital or official deputed by him/her. Defect found in the material will render the supplies liable to be rejected and decision of the Director (Medical) Delhi/Medical Superintendent, will, be final and legally binding. The rejected store will be returned to the suppliers at their risk and cost.

7. Director (Medical) Delhi 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 .

Acceptance by the purchaser will be communicated by post after completion of formalities required for the formal acceptance of tender & will be forwarded to tenderer as soon as possible and the instruction contained in the communication should be acted upon immediately.

Yours faithfully,

Director (MEDICAL) Delhi

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 are found acceptable by the Inspector and not the submission of stores which are not of required standard or which are not delivered by due dates.

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

(f) the term Director (Medical)Delhi/Medical Superintendent, ESI Hospital 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 assignees.

(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 official.

(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 Director (Medical)Delhi 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 Director (Medical)Delhi for his acceptance. If supplies are made before such confirmation and acceptance except with the express consent of the Director (Medical)Delhi 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 not-with-standing any approval or acceptance given by the Inspector. It 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 respects.

7. SUBLETTING OF CONTRACT:

The Contractor shall not sublet, transfer or assign the contract or any part thereof without the written permission of the Director (Medical)Delhi. In the event of the contractor contravening this condition the Director (Medical)Delhi, 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 Director (Medical)Delhi 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 from the purchaser either in the procurement of raw materials required for the fulfilment of the contract or in the securing of transport facilities.

9. EARNEST MONEY:

Please see para 6 of the Instruction Supplement also. (Annexure-V)

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

10. SECURITY DEPOSIT:

Please see para 27 of instruction supplement also (Annexure-V)

(b) If the contractor is called upon by the Director (Medical)Delhi to deposit Security and the contractor fail to deposit the security within period specified, the offer will be invalid and EMD will be forfeited.

GENERAL SPECIFICATIONS;

(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's 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 Director (Medical)Delhi 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 Director (Medical)Delhi 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 any means 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. INSPECTION AND REJECTION

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

Director (Medical)Delhi/Medical Superintendent or him/her official deputed by 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 Director (Medical)Delhi/Medical Superintendent shall be at liberty to :-

(i) Allow the contractor to resubmit stores in replacement of those rejected within time specified by Director (Medical)Delhi/Medical Superintendent or the replacement without being entitled to any extra payment as the case may be; 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 Director (Medical)Delhi/Medical Superintendent thereby incurs.

13. Removal of Rejections:-

(i) 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 Director (Medical)Delhi shall have the right either to return the rejected stores at the contractor's risk in such mode of transport as the Director (Medical)Delhi 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 Director (Medical )Delhi 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 Director (Medical )Delhi 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.

14.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 anywhere in ESI Corporation. 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.

15.Insolvency and Breach of Contract:

The Director (Medical)Delhi 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.

16. 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 Director (Medical )Delhi 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 Director (Medical )Delhi

(i) In the event of his being transferred or 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

(ii) In the event of his becoming unable to act, for any reason it shall be lawful for Director (Medical )Delhi to appoint another person as arbitrator.

(b) If the arbitrator be a person appointed by the Director (Medical) Delhi

In the event of his dying, neglecting or refusing to act, being unable to act, for any reasons it shall be lawful for the Director (Medical )Delhi 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 Delhi.

In this clause the expression " the Director General, Employees' State Insurance Corporation means the Director (Medical )Delhi ESI Scheme for the time being and includes, of there be no Director (Medical )Delhi, 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 Director (Medical )Delhi 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 quoted 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. The suppliers shall, wherever, called upon to do so give full information with reference to the supplies in hand and shall also permit the Director (Medical )Delhi 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

- 4 Please see para 32 of Instruction suppliment.(Annexure -V)

#### INSPECTION AUTHORITY

5. The Director (Medical) or the official nominated by him/her.
6. It may be noted that the unsuccessful tenderer will not be informed about the result of his tender.

D E C L A R A T I O N F O R M

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.....

Tender Document 1&2

Forwarding letter of the firm  
From

Annexure-III

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

Director (Medical) Delhi,  
Directorate (Medical) Delhi,  
ESI Dispensary Complex,  
Tilak Vihar,  
New Delhi-110018.

Sub: Supply of Hearing Aids at the quoted rate to Director (Medical) Delhi, for the period of two year i.e. 2009-11.

Sir,

I/We/am/are authorized signatories of  
M/s. \_\_\_\_\_

I/ we hereby undertake as follows:-

1. I/we hereby undertake to supply Hearing Aids in areas specified by the Director (Medical) Delhi, ESI Dispensary Complex, Tilak Vihar for the period of two year

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 Director (Medical) Delhi so desires.

2. The rates quoted against each item of Hearing Aids by me/us in the tender are inclusive of all packing charges, freight charges and duties payable during the contract period. However, ST/CST/VAT charges may be mentioned separately against each item.
3. Necessary documents as required are enclosed herewith in the order in which they are mentioned.
4. 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.
5. I/we understand that security deposit submitted on entering into contract, 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.
6. I/we have carefully read and understood the terms and conditions to avoid any error, omission. I/we shall abide by these conditions. I/we will follow them very scrupulously.
7. My/our firm has not been blacklisted by any other Govt. Institution/Organisation during the last three years.
8. I/we also take cognizance of the fact that failure to furnish the information called for by the Director (Medical) Delhi or to comply with any requirements laid down under the conditions will be considered as disqualification and the tender by rejection on that account.
9. I/we undertake to abide by the instructions issued by the Director (Medical) Delhi from time to time.
10. In case of my supply declared substandard by any approved agency I/we am/are liable for appropriate action.
11. The rate quoted by me/us will not be higher than the rate quoted by me/us to any Govt. Institution/agency with in Govt. of NCT of Delhi during the contract period.
12. 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/organisation, including any Deptt. of the Central Govt./GNCTD 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 Director (Medical) Delhi/Director (Medical)NOIDA / 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.

I/we hereby undertake to abide by the terms and conditions of the contract modified from time to time and I/we have signed all the papers of terms and conditions and filled up prescribed Proformas given alongwith the tender.

Yours faithfully,

Authorized Signatory of the Firm  
( with rubber stamp)

Annexure-IV

AUTHORITY LETTER                      Date:-\_\_\_\_\_

(Authority letter to be issued by the manufacturer for appointing Authorized Dealer)

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 Dealer 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 Authorized Dealer 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)

CENTRAL STORE  
DIRECTORATE (MEDICAL) DELHI  
ESI SCHEME: ESI HOSPITAL COMPLEX:  
ROHINI SECTOR-15,ROHINI, DELHI-110085  
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Annexure-V

INSTRUCTIONS SUPPLEMENT/ TERMS AND CONDITIONS FOR RATE CONTRACT  
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Sub:Tender Enquiry-Rate Contract for supply of various Hearing Aids for ESI Scheme in Delhi & NOIDA

1. Sealed Tenders are invited in two bid system on behalf of Director(Medical)Delhi for the formation of Rate Contract (2009-11) from Manufacturer /Authorised dealer for purchase of the Hearing Aids as per specification detailed in (Annexure-A) for Delhi and Noida.
2. Tender document can be obtained from the office of Dy. Manager (Store), Central Store, ESI Hospital Complex, Rohini Sector-15,Rohini, Delhi-110085 on any working day between 10.00AM to 1.00 PM upto 22.12.2009 against the payment of Rs.200/- (Rs.Two Hundred Only Non-refundable) in the form of Demand Draft/Bankers Cheque in favour of ESIC Fund Account-No1 Payable at New Delhi.
3. Tender document can be downloaded from ESIC Website <http://esic.nic.in>
4. Those who are downloading the tender document from website should submit Rs 200/-(RS.Two Hundred Only Non-refundable) in the form of Demand Draft/Bankers Cheque in favour of ESIC Fund Account No.1 Payable at New Delhi along with tender documents.
5. Sealed Tender Form (Enevelop "A")should be dropped in the Tender Box kept in the chamber of Dy.SM at Central Store upto 1.00P.M. on 23.12.2009. The tender will be opened at 2.30PM on the same day (TECHNICAL BID ONLY).If 23.12.2009 is declared a holiday, tender will be opened on the next working day at the same time.Tender received late will not be entertained.Tenderer/ Representative may attend the tender opening process.
6. Earnest Money of Rs.50000/- (Fifty Thousands only)is to be deposited either through Banker's Cheque or Demand Draft in favour of "ESIC fund Account No.1".The EMD deposited with earlier tenders will not be adjusted against this tender. Tenders without EMD will not be entertained
7. The Rate Contract will be valid for two years from the date of finalisation of the tender.The duration of said contract may be extended on the same terms and conditions and rates if Director (Medical) Delhi so desires .
8. The rates should be applicable for ESI Scheme Delhi & Noida.
9. Government levies if any,may be mentioned separately.
- 10a. Tenderer must quote the rates strictly as per the format given in Table-I. Items are to be quoted in different models as per specifications(Hard Copy).

Table-I  
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1	2	3	4	5	6	7	8	9	10	11	12	13	14	
S.No	Item No.	Item Name	Manufacturer	Authorised Dealer	Specification	Brand	Packing	Unit	Rate in Figures	Rate in Words	Rate in Rs	Tax %	Remarks	
					if appl.				in Rs.	in Rs.	in Rs.			

10b. Tenderer must submit a copy of quoted rates in CD in

Excel format and each field must be typed in only one cell/column and one line/row as per example given below. Items are to be quoted in different models whichever is applicable (Soft Copy).

Table-II

1	2	3	4	5	6	7	8	9	10	11	12	13	14
S. NO	Item No.	Name of Item	Manufacturer/Dealer	Authorised Dealer	Specification if appl.	Brand	Packing	Unit	Rate in Figures in Rs.	Rate in Words in Rs.	Rate/Unit in Rs.	Tax %	Remarks
1	1	AAAAAAA	BBBBBBBBBBBB	CCCCCCCC			100	1	555.55		5.56	4	
2	2	XXXXXXX	YYYYYYYYYYYY	ZZZZZZZZ			100	1	444.44		4.44	12.5	

11. All the papers in tender form must be completely signed and stamped along with terms and conditions.
12. Tender should be typed neatly. The rates should be quoted in figures as well as in words. In case of any discrepancy in words and figures, the item will not be considered.
13. Tenderer must quote the rates strictly as per our list of items attached with the tender form mentioning the serial no. of item.
14. Catalogues/Detailed Literature and working procedure must be given for required items. All the documents including catalogues etc. attached with the tender form should be serially numbered and total number of enclosures must be mentioned on covering letter.
15. Tenderer must have experience of three years in this business which should be supported by undertaking on the non judicial stamp paper of Rs.10/- as per enclosed format i.e. Annexure-VI
16. The tenderer should also submit an undertaking that the quoted items have not been & are not being supplied to any other organisation at rates lower than being quoted here.
17. The tenderer should submit an Undertaking that the firm is not blacklisted in any Govt. Organisation/ Institution.
18. All the tenderers/ authorised 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.
  - (i) For Indigeneus items, sub-authorization will not be accepted.
  - (ii) For Imported items, company having the marketing rights can authorize dealers for supply of items. However further sub-authorization by authorised dealers will not be accepted. Necessary authorization documents should be attached.
19. Certified copy of Latest CST/VAT receipt if applicable should be attached. CST/VAT receipt of CST/VAT paid upto 31.03.2009 or thereafter will only be considered as the case may be.
20. On receipt of supply order, the firm shall acknowledge the same. If no information is received, the firm shall be deemed to have agreed to supply within the stipulated period.
21. The applicability of Central Sales Tax/VAT may affect to some extent the rates finally approved under this rate contract and in such cases, order shall be placed to the firm at lowest rates after including government levies. While taking this step, the benefit of concession in rate of VAT/sales tax available under Central Sales Tax/VAT or the State Sales Tax/VAT act or the rules framed there under will be taken into account.
22. Delivery period will be Six weeks from the date of placement of Supply Order.
23. Life Period:- The items supplied should be of latest make and date of manufacturing should be mentioned clearly.
24. Provision of trial of hearing aid to the patient if required should also be mentioned.
25. The rates of accessories for example moulds, other fittings etc. may be indicated clearly.
26. If the successful tenderer fails to execute the supply order within the stipulated period (6 weeks from the date of issue of supply order), penalty of 2% of the value of the order calculated at the contract rate 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 five weeks then the items/goods will be procured

from next higher bidder and the difference will be recovered from subsequent bills/security money deposit as Risk Purchase. 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 F.O.R 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.

27. In case selected, tenderer will be required to deposit a security of Rs.100000/-(Rs.One Lakh) in the form of Bankers Cheque/Demand Draft in favour of ESIC fund A/C no.1 drawn on any Nationalised Bank payable at Delhi. It will be released without any interest after receiving satisfactory performance report from the user units after the expiry of rate contract.
28. EMD of unsuccessful/successful tenderer will be returned without any interest within one month after the award of contract against specific request for the same.
29. Supply order will be placed to tenderer only and supplies will be accepted accordingly.
30. Payment terms- Payment for the stores or for each delivery will be made to the tenderer directly on submission of bills subject to inspection and approval by inspecting authority.
31. Deviation in any form will not be acceptable at any stage.
32. All the disputes relating to this tender inquiry and Rate Contract shall be subject to the territorial jurisdiction of courts at Delhi/New Delhi only.
33. The DIRECTOR (MEDICAL) DELHI reserves the right to accept or reject any or all the tenders without assigning any reason (s) thereof and have the right to place order on one or more firms.

IMPORTANT

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1. TENDER WILL BE IN TWO BID SYSTEM
2. TENDER SHOULD BE SUBMITTED AS FOLLOWS:-

ENVELOPE -'T'  
\*\*\*\*\*

(I)- TECHNICAL BID AND SUPPORTIVE DOCUMENTS

(II)-ITEMS QUOTED WITH SPECIFICATION AS PER TABLE -1  
LEAVING THE RATE COLUMN BLANK, ALONG WITH SOFT COPY OF  
THE SAME. (CD)

ENVELOPE -'P'  
\*\*\*\*\*

PRICE BID WITH ALL THE COLUMN FILLED. (AS PER TABLE-I)  
ALONG WITH SOFT COPY OF THE SAME. (CD)

ENVELOPE -'A'  
\*\*\*\*\*

- ALL THE ABOVE MENTIONED SEALED ENVELOPES  
( 'T', 'P' ) & ENVELOPE FOR EMD MUST BE KEPT IN THIS  
ENVELOPE.

ENVELOPE FOR -'EMD'  
\*\*\*\*\*

-EMD KEPT IN SEPARATE ENVELOPE EARMARKED IN BOLD LETTERS  
"EMD FOR ESIC TENDER FOR HEARING AIDS " SHOULD  
BE KEPT IN THIS ENVELOPE 'A' ALONG WITH ENVELOPE 'T' & 'P'.

- THIS SEALED ENVELOPE 'A' CLEARLY EARMARKED "ESIC TENDER FOR  
Hearing Aids " SHOULD BE DROPPED IN THE TENDER BOX  
ON SPECIFIED DATE , TIME AND VENUE. TENDERS SUBMITTED ELSEWHERE  
WILL NOT BE ENTERTAINED.

NOTE:- WITHOUT EMD, TECHNICAL BID WILL NOT BE OPENED.  
\*\*\*\*\*

3. DATES:-

- LAST DATE OF SUBMITTING THE TENDER ON 23.12.2009 Up to 1.00PM
- OPENING OF TENDER ON 23.12.2009 at 2.30PM

CHECK LIST AS PER FOLLOWING SERIAL  
=====

I. ENVELOPE "T"-  
\*\*\*\*\*

1. Tender document duly signed and stamped by authorised signatory/ signatories properly serialised. (Annexure I to VI)
2. VAT Receipt (upto 31.03.2009 or thereafter).
3. Audited turnover report (including Balance Sheet, Profit &

loss A/C) FOR THE LAST ONE YEAR.

- 4. Experience certificate of three years As per Annexure-VI-
- 5. Authority letters of Manufacturer as per Annexure-IV
- 6. UNDERTAKING THAT FIRM IS NOT BLACK LISTED IN ANY GOVT. ORGANISATIONS/INSTITUTIONS.(ON FIRMS LETTER HEAD)
- 7. UNDERTAKING THAT TERMS AND CONDITIONS OF THE TENDER ARE ACCEPTABLE IN COMPLETE.(ON FIRMS LETTER HEAD)
- 8. UNDERTAKING THAT THE QUOTED ITEMS HAVE NOT BEEN & ARE NOT BEING SUPPLIED TO ANY OTHER ORGANISATION AT RATES LOWER THAN BEING QUOTED HERE.(ON FIRMS LETTER HEAD)

II. ENVELOPE FOR "EMD" -CONTAINING EMD  
\*\*\*\*\*

III. ENVELOPE "P"- 1. Price bid with all the coloumn filled.  
\*\*\*\*\*  
("Envelope P" i.e. Price Bid of only those tenderers who are shortlisted on all the criteria as laid down details, furnished by tenderer in envelope 'T', will be opened.

IV. ENVELOPE "A"-(CONTAINING 'T','P'& EMD ENVELOPE)  
\*\*\*\*\*

NOTE:- ALL THE DOCUMENTS SHOULD BE IN SERIAL AS MENTIONED IN THE CHECK LIST.

IF ANY OF THE DOCUMENTS MENTIONED ABOVE IN THE CHECK LIST IS NOT ATTACHED BY THE TENDERER IN TECHNICAL BID THE TENDER SHALL BE SUMMARILY REJECTED.

Director (Medical) Delhi

Annexure-VI  
\*\*\*\*\*

Date\_\_\_\_\_

UNDERTAKING  
-----

I/WE undersigned is /are authorised signatory/signatories of the firm M/s \_\_\_\_\_  
Address \_\_\_\_\_

do here by undertake that

- 1. The firm is in this business since last three years.
- 2. If above information is found incorrect/false at any time the tender is liable to be rejected.

Authorised signatory  
(With Rubber Stamp)

ANNEXURE-A  
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Specifications for Hearing Aid for the year 2009-11  
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Body Worn & BTE, Analogous, programmable and Digital Hearing Aids  
-----  
for Mild, Moderate, Severe and profound Hearing loss.  
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- i. Hearing Aid should be supplied with Hearing Analysis Report and set of compatible ear tips and other accessories.
- ii. Provision of Custom made ear moulds, if required.
- iii. Two years guarantee/warranty should be provided by the manufacturer/Dealer with needful services.
- iv. Each Hearing Aid must be supplied with Guarantee Card with Dealers Stamp.
- v. The company will have to provide the programming services at the time of delivery of the programmable and digital hearing aid & re-programming as per the need of the patients.

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