

**ESI-POST GRADUATE INSTITUTE OF MEDICAL SCIENCES & RESEARCH &  
EMPLOYEE'S STATE INSURANCE CORPORATION HOSPITAL & ODC(EZ)  
(A Statutory Body Under Ministry of Labour, Govt. of India)  
DIAMOND HARBOUR ROAD, P.O.: JOKA, KOLKATA-700 104  
An ISO 9001:2008 Certified  
Fax: 033 2467 2795, Phone: 033 2467 2799 / 6280 / 176**

**Tender No.**  
**412.D.34/III/21/GPST/99/Library**

**Dated-16.11.2011**

**Sub: Invitation to Re-tender Enquiry for supply of Medical Books.**

**(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 **Medical Books** as per specifications and/or quantities detailed in the **Schedule** attached. The "**Tender Documents**" comprising the General Terms and Conditions of Contract (Annexure I) and the Special Terms and Conditions of Contract (Annexure II) which will govern any contract made, the Tender Application Form (Annexure III) and the Schedule of contract / specifications of items / proforma for quoting rates (Annexure IV) are enclosed herewith. If you are in a position to quote for the contract in accordance with the requirements stated in the attached schedule, 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 document may be obtained from the office of the Medical Superintendent in person by the bonafide applicant or his authorised representative by applying in their letter head at a cost of **Rs.500/-**

The "tender documents" can also be downloaded from the web site ([www.esic.nic.in](http://www.esic.nic.in)) and in such case the same may be signed and submitted as per the procedures mentioned hereinafter along with the fee(s) for the "tender documents" @ **Rs.500/-**

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

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, failing which the bid is liable to be rejected. If any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by 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.

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.

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.

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

CHECK LIST		
1	Tender document fee by demand draft only	Submitted [Yes/No]
2	Earnest Money Deposit by Demand Draft only	Submitted [Yes/No]
3	Original Tender document must be signed all pages	Submitted [Yes/No]
4	Valid Trade Licence	Submitted [Yes/No]
5	PAN/TAN other statutory documents	Submitted [Yes/No]
6	Quoting rate in original sheet of Annexure IV	Submitted [Yes/No]

Yours faithfully,

MEDICAL

SUPERINTENDENT

Enclosures:

- Annexure – I (General Tender Terms & Conditions)
- Annexure – II (Special Tender Terms & Conditions)
- Annexure – III (Tender Application Form)
- Annexure – IV (Schedule Of Work /Proforma for quoting rates/ Specifications for supply of Medical Books.

Annexure-I

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**GENERAL TERMS AND CONDITIONS FOR MEDICAL BOOKS**

Period for supply of Blank Tender Forms and related documents at the Hospital on all Working Days (Except Saturdays, Sundays and Holidays)	21.11.2011 to 12.12.2011 10.00 A.M. to 3.00 P.M.
Last Date & Time of submission of completed Tender form in the prescribed tender box:	13.12.2011 at 2.00 P.M.
Date & Time of Opening of Tender	13.12.2011 at 2.30 P.M.
Earnest Money	2% at quoted value
Security Deposit Money	Sum equivalent to 10% of the bill value of the contract.

**INSTRUCTIONS**

**1. PREPARATION OF TENDER:**

- a. The Tender form containing the Terms and Conditions (General and Special) and the Schedule should be returned in original after filling up the form and duly signing in full on each page with stamp, whether you are quoting for any item or not, failing which the bid is liable to be rejected. If

any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by writing 'not quoting'.

- b. In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the Tender Number and be duly signed and stamped by you. In such cases, reference to the additional pages must be made in the Tender Form.
- c. If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent with the Tender.
- d. The Tenderer shall give full assistance and information as may be required in connection with the contract to the Medical Superintendent or any other officer nominated by him to inspect the premises of the tenderer at all reasonable times.

## 2. SIGNING OF TENDER:

- a) The tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the tender are not duly & fully filled in. Particular attention may be given to the dates of delivery, places of delivery and also to the particulars referred to in the conditions of contract so as to comply with them.
- b) Individuals signing tender or other documents connected with the contract must specify:
  - i) Whether signing as a 'Sole Proprietor' of the firm or his Attorney?
  - ii) Whether signing as a 'Registered Active Partner' of the firm or his Attorney?
  - iii) Whether signing for the firm 'Per Procreation'?

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

**NOTE:** In case of unregistered firms, all the members or all Attorneys duly authorised by all of them or the Manager of the firm should sign the tender and subsequent documents.

## 3. DELIVERY OF TENDER:

The original copy of tender (Annexure – I to annexure - IV), duly completed and signed on each page, should be submitted, enclosed in a double cover. The outer as well as the inner covers should be sealed and addressed to the Medical Superintendent. At the top of the inner and outer cover, the following words should be written in block letters. "**TENDER ENQUIRY FOR SUPPLY OF MEDICAL BOOKS.**"

The right to ignore / reject any tender, which fails to comply with the above instructions, is reserved. All outstation tenders should be sent by Registered Post. Only one tender should be included in one cover.

## 4. LATEST HOUR FOR RECEIPT OF THE TENDER:

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

## 5. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

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

## 6. OPENING OF TENDER:

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

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

## 7. PRICES:

- i) The rates quoted must be in lump sum item-wise in original sheet of the annexed schedule (Annexure-IV) inclusive of all charges. Price must be clearly shown in figures and words in Indian Currency. **Quoting of rates in any other sheet will not be acceptable.**

## 8. DELIVERY TERMS

- a) The delivery of the stores / execution of work / providing the services etc. are 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 as deemed reasonable and specify 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.

The Medical Superintendent may allow additional time under special circumstances such as strikes, lockouts, fire accidents, riots etc.

## 9. 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

(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/work may be executed through others, at their risks and costs.

#### 10. OTHER TERMS

- A. **Responsibility for executing Contract:** The contractor is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.
- B. The contractor shall not sublet transfer or assign the contract to any part thereof without the written permission of the Medical Superintendent. In the event of the contractor contravening this condition, Medical Superintendent be entitled to place the contract elsewhere on the contractors account at his risk and the contractor shall be liable for any loss or damage, which the Medical Superintendent, ESIC Hospital & ODC (EZ), Joka, may sustain in consequence or arising out of such replacing of the contract.
- C. **Earnest Money:** The tenderer shall have to deposit **Rs. 2% of the quoted value** as earnest money with their tender, failing which the tender is liable to be rejected. The earnest money is to be paid by **Demand Draft drawn in favour of ESI Fund A/c No. 1, payable at Kolkata. NO CHEQUES WILL BE ACCEPTED.** In the event of the withdrawal / revocation of tenders before the date specified for acceptance, the earnest money shall stands forfeited. In the event of acceptance of the tender the earnest money may be adjusted towards the amount of security required to be deposited by the contractor in terms of Clause mentioned below, the earnest money will however, be returned without interest to the tenderer whose tender is not accepted.
- D. **Security Deposit:** On acceptance of the tender, within the period specified by the Medical Superintendent, the contractor shall deposit as security, **a sum equivalent to 10% of the Bill value.** 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.**
- 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.*
  - 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.*
- E. **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.
- F. **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.*
- G. **Arbitration:**  
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.
- H. **Document:** The tenderer should have a valid **Trade licence, VAT/PAN / TAN / other statutory document as applicable** and produce attested copies of such certificates along with the tender papers, **failing which the tender shall liable to be rejected.**
- I. **Statutory requirements:** In case the agency appoints manpower / labour in excess of or equal to the number as specified by law, the agency should comply with all statutory enactments including Contract Labour Regulation and Abolition Act, 1970; Minimum Wages Act where applicable; Payment of wages Act, where applicable; ESI Act, 1948, where applicable; EPF Act, 1952, where applicable; etc. All existing statutory liabilities relating to engagement of personnel related to labour laws shall be sole responsibility of the agency. In that case the successful agency will have to obtain a licence from the licensing officer after collecting the requisite certificate in form V from the hospital authority. The successful agency will have to maintain various registers and records, display notices, abstracts of the rules, etc., and issue employment card to the engaged labours. The list of workers employed by the contractor shall be communicated to the authority from time to time.
- J. The successful bidder/tenderer shall obtain a valid license under the Contract Labour (R & A) Act, 1970 & Rules framed there under and shall continue to hold it till completion of the contract.
- K. **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 tendered



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### **SPECIAL TERMS AND CONDITIONS**

**Sub: Retender Enquiry For supply of Medical Books.**

The following special terms and conditions shall apply for supplying **Medical Books** 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, failing which the tender shall liable to be cancelled.**
- 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, Sales tax / VAT and any such other documents specified hereto. Tender form incomplete in any respect and not supported with Earnest Money and the above-mentioned requisite documents, will be summarily rejected by the hospital.
- 3.0. The tender application form and related documents along with the Earnest Money is to be submitted in a sealed cover as specified in Annexure –I (General Terms and Conditions) of the tender document and it shall be dropped in the Tender Box kept for the purpose in the Office of the Medical Superintendent at the date and time specified in this document.
- 4.0. The Competent Authority reserves the right to reject any or all tenders without assigning any reason whatsoever.

**B. INSPECTION / INSTALLATION OF STORES / EQUIPMENTS:**

Supplies shall be accepted subject to the complete satisfaction of Medical Superintendent. Any defect found in the materials / 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 rejected store 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. 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. SAMPLES**

Wherever applicable / whenever 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. 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:

- 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, Equipments, furniture 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.

**D. DETAILS OF ITEMS QUOTED:**

It is mandatory to indicate the full name, make / brand, model number, and detailed specifications of the item quoted by them, (in addition, a brochure of product information may be attached along with). Tenderers also have to indicate clearly the Name, Address, Web site / E-mail address if any and all Contact numbers of the MANUFACTURING FIRM of the items quoted by them.

MEDICAL SUPERINTENDENT

**ANNEXURE - III****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 (Append extra page if necessary):-	
9		Give details of any Government contracts executed during the last twelve months (Append extra page if necessary):-	
10		Any other information which you consider necessary to furnish:	

**UNDERTAKING:**

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

**Date:-**  
**Place:-**

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

**Designation:-**

**(Office seal of the tenderer)**