



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

Tender No. 412.U.27/1/2009/Blood Bank/Tie Up /Re-Tender

Dated:

Sub: Invitation to tender for providing tie-up services for Blood Bank facilities for Whole Human Blood and Blood Components for patients of this hospital.

(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 quotations from bonafide and registered blood banks within city limit for providing tie-up services for Blood Bank facilities for Whole Human Blood and Blood Components for inpatients of this hospital” as per categories / specifications and/or quantities detailed in the **Annexure -III** attached. The General & Special Terms and Conditions of contract, which will govern any contract made, is annexed as **Annexure-I**, the tender application form in **Annexure-II**. If you are in a position to quote for the contract in accordance with the requirements stated in the attached schedule, please submit your quotation to this office.

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

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 documents can also be downloaded from the web site (www.esic.nic.in) and in such case the same may be signed and submitted as per the procedures mentioned hereinafter along with the fee(s) for the Tender documents @ Rs. 100.00 (Rupees One hundred Only) **to be paid by Demand Draft , the same should be drawn in favour of ESI Fund A/C No. 1, ESIC Hospital & ODC (EZ) Joka payable at Kolkata.**

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.

Date of issue of Tender Document	03.04.09 to 23.04.09 (10.00 AM to 3.00 PM on all working days from Monday to Friday) On 24.04.09 (from 10.00 AM to 1.00 PM)
Last Date & Time of submission of completed Tender Document	24.04.09 AT 2 PM
Date & Time of Opening of Tender	24.04.09 AT 2.30 PM

Yours faithfully,

MEDICAL SUPERINTENDENT

Enclosures:

- Annexure – I (General & Special Terms & Conditions)
- Annexure – II (Tender application form)
- Annexure—III(Name of the Blood components)

TERMS AND CONDITIONS FOR TENDER

Date of issue of Tender Document	03.04.09 to 23.04.09 (10.00 AM to 3.00 PM on all working days from Monday to Friday) On 24.04.09 (from 10.00 AM to 1.00 PM)
Last Date & Time of submission of completed Tender Document	24.04.09 AT 2 PM
Date & Time of Opening of Tender	24.04.09 AT 2.30 PM

GENERAL TERMS

1. The Tenderer shall, wherever, call upon to do so, give full information with reference to the services in hand and shall also permit the Medical Superintendent or any other officer nominated by him to inspect the premises of the tenderer at all reasonable times and shall give full assistance and information as may be required by him in connection with the contract.
2. The Tender form containing the Terms and Conditions and the Schedule should be returned in original, intact, after filling up the tender form and signing in full, on each page, whether you are quoting for any item or not. If any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by some such words as 'not quoting'.

1. PREPARATION OF TENDER:

- a. The Tender form containing the Terms and Conditions and the Schedule should be returned in original intact after filling up the form and signing in full on each page, whether you are quoting for any item or not. If any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by some such words as 'not quoting'.
- b. In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the Tender Number and be fully signed by you. In such cases, reference to the additional pages must be made in the Tender Form.
- c. If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent with the Tender.

2. SIGNING OF TENDER:

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

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

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

3. DELIVERY OF TENDER:

The original copy of tender along with the declaration form, duly completed and signed, should be submitted, enclosed in a double cover. The outer as well as the inner covers should be sealed and addressed to the Medical Superintendent. At the top of the inner cover, the following words should be written in block letters. **"Quotation for Tie-up services for supplying Whole Human Blood and Blood components"**.

4. LATEST HOUR FOR RECEIPT OF THE TENDER:

Your tender must reach this office not later than the time and date notified in the Tender Notice stated in the schedule of tender. In the event of the stipulated date of opening of the tender being declared a closed holiday for Govt. offices, the date of opening of the tender(s) will be the next working day. Tender sent by hand delivery, should be delivered at this office not later than the due date and time stipulated in the schedule of tender.

5. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

- i) All tenders should remain valid for acceptance for a **period of twelve months from the date of award** of the tender.

- ii) Quotations qualified by vague and indefinite expressions such as 'subject to immediate acceptance'; 'subject to prior sale' etc. will not be considered.

6. OPENING OF TENDER:

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

7. PRICES:

- i) The rates quoted shall be as per the annexed schedule (Annexure – II) inclusive of all charges. Price must be clearly shown in figures and words in Indian Currency.

8. DELIVERY TERMS

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

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

9. SAMPLES

Quotations without samples (wherever required to be submitted) are liable not to be accepted. Samples of what you offer to supply should not be less than the quantity necessary for the test given in the specifications (if any) or in the schedule to tender. Each sample should have a card affixed to the sample which should bear the following information:

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

Samples shall not be returned and shall be the property of the ESIC. Samples received later are liable to be ignored.

10. INSPECTION OF STORES / WORK:

Supplies shall be accepted / work shall be certified as completed subject to inspection by Medical Superintendent, ESIC Hospital & ODC (EZ), Joka, or his assigned representative. Any defect found in the materials / work done will render the supplies / work open to rejection and decision of the Medical Superintendent, ESIC Hospital & ODC (EZ), Joka, shall be final and legally binding. The rejected store shall be returned to the suppliers / work may be executed through others, at their risks and costs.

11. OTHER TERMS

- A. **Jurisdiction:** It may be noted that the unsuccessful tenderer will not be informed the result of the tender.
- B. In the interpretation of the contract and the general and/or special condition governing it, unless otherwise requires: -
 - a) *The term 'Contract' shall mean the invitation to tender, the instructions to tenderer, the tender acceptance of the tender, particulars thereafter defined and those general and special conditions they 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 successors (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 'Corporation' shall mean the ESI Corporation.*
 - e) *The term 'Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka' and 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.*
- C. **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.
- D. 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.
- E. **Earnest Money:** The tenderer shall have to deposit an amount of **Rs. 5000.00 (Rupees Five thousand only)** as earnest money with their tender, failing which the tender is liable to be rejected out rightly. The earnest money is to be paid by **Demand Draft**; the same should be drawn in favour of **ESI Fund A/c No. 1, ESI Hospital & ODC (E.Z), Joka, payable at Kolkata** and attached with the tender, **Cheques will not be accepted for Earnest Money.** In the event of the withdrawal /

revocation of tenders before the date specified for acceptance, the earnest money shall stand 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.

- F. **Security Deposit:** On acceptance of the tender, contractor shall within the period specified by the Medical Superintendent, deposit as security, a sum equivalent to approximately 10% of the tender / Bill value of the contract or the same shall be deducted from the ensuing bill/s of the contractor at the discretion of the competent authority. The hospital authority shall be entitled to forfeit the Security Deposit or any part thereof without prejudice to any other remedies provided in the contract or available under the law. The security shall be in the form of Demand Drafts payable at Kolkata in favour of ESI Fund A/c. No. 1.
- a) *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.*
 - b) *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.*
- G. **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?
- H. **Insolvency and breach of contract:** The Medical Superintendent may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-
- i) *If the contractor being 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 not for the time being in force or shall make any 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*
 - ii) *If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver 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.*
 - iii) *If the contract commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.*
- I. **Arbitration:** In the event of any question, dispute or difference arising under these conditions or any special conditions of the contract, or in connection with this contract, except as to any matter the decision of which is specially provided for by these on the special conditions, the same shall be referred to the sole arbitration as appointed by the Medical Superintendent. It will be no objection that the arbitrator is a Govt. servant, that he had to deal with the matter to which the contract relates for that in the course of his duties as a Govt. servant he had expressed views on all or any of the arbitration dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract, it is a term of this contract: -
1. *If the arbitrator be Medical superintendent, ESIC Hospital & ODC (E. Z), Joka.*
 - *In the event of his being transferred to vacating his office by resignation or otherwise, it shall be lawful for his successor in office either to proceed with the reference himself or to appoint another person as arbitrator, OR*
 - *In the event of his becoming unable to act for any reason, it shall be lawful for Medical Superintendent, ESIC Hospital & ODC (E. Z), Joka, to appoint another person as arbitrator.*
 2. *If the arbitrator be a person appointed by the Medical Superintendent.*

In the event of his denying neglecting or refusing to act being unable to act, for any reason, it shall be lawful for the Medical Superintendent either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator. It is further a term of this contract that no person other than the Director General, ESI Corporation or the person appointed by him should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitrator at all. Upon every and such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

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 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 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.

- J. **Document:** The tenderer should have a valid **Trade licence** essential for carrying out the activities under reference, and any other documents in support of permission from the competent authority for carrying out the activities under reference, **Experience certificate, PAN / TAN / other statutory document as applicable** and produce self attested copies of such certificates along with the tender papers, failing which his tender shall be liable for rejection. Tender form incomplete in any respect and not supported with Earnest Money and such requisite documents, will be summarily rejected.
- 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 (is) at its discretion and this will be binding on the tenderer.
- L. **Assistance to contractor:** The contractor shall not be entitled to assistance either, in the procurement of raw materials required for the fulfilment of the contract or in the securing of transport facilities.
- M. The tenderer should have a permanent place of business in Kolkata and the complete Postal Address, Telephone / Mobile / Fax / E-mail address, etc. should be provided, while submitting the completed tender form.
- N. The contract, if awarded, shall be normally **for one year from the date of award** subject to continuous satisfactory performance. However, on failure on this aspect by the contractor, the hospital will have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the contractor, etc. and initiating administrative actions for black listing, etc. solely at the discretion of the hospital authority. **This period of one year can be further extended to a maximum of one more year**, at the sole discretion of the hospital authority without prejudice to any other right of the hospital. Also, either party may terminate the contract before the expiry of the tenure of one year or during the extension period after the completion of the initial / 1st year, only at the end of the notice period of 30 days, clearly intimated in advance, or submitting the value of the remuneration in lieu of the notice period falling short of the stipulated notice period.
- O. The contractor will be required to submit his bill month-wise by 7th of the subsequent month for further action and payment will be released as per the terms & conditions, less deduction at source of Income tax at prevailing rates.
- P. In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency which has been awarded the contract, the hospital authority reserves the right to award the contract to the next higher tenderer or outside agency at its discretion and the difference of price shall be recovered from the defaulter agency who has failed to comply with the provisions after the award of the contract. This shall be in addition to forfeiture of his Earnest money deposit and making him liable to other administrative actions as deemed fit and this shall be binding on the tenderer. Therefore it is advised that while tendering / quoting, the tender document may be read thoroughly and sufficient judgement may be made based on practicality and feasibility.
- Q. 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.

SPECIAL TERMS AND CONDITIONS

- 1. The tenderer should have necessary facilities for round the clock (24 hours) supply of the Whole Human Blood and various blood components.
- 2. The bidder should have the necessary and valid licences from the appropriate authority to run the blood bank and shall submit copies of such document with the tender application form.
- 3. Under the Tie-up arrangement, the requisition shall be made on the "in house standard form" duly signed by the attending doctor of this hospital and countersigned by the casualty Medical Officer (CMO) with the rubber stamp of this hospital and shall contain particulars of units of blood or components, name of patient, Bed No. Insurance number of the Insured person (IP) /patient as well as the MRD No/Inpatient No. along with the provisional diagnosis. Any requisition form sent to you not in the prescribed manner, as stated above is not to be considered by your blood bank /office and no claim shall be accepted unless the requisition is completed as aforesaid.
- 4. The whole human blood and the blood components should be screened for all routine and special investigations including blood grouping, typing, cross matching and other standard as well as specialised tests for HIV, Hepatitis, etc. as specified by the competent authorities in this regard.
- 5. The Bill in respect of all procurement done during the 1(one) calendar month shall have to be submitted within 1st week of the succeeding month and shall be prepared **in triplicate** containing all particulars provided in requisition slips and shall have to be submitted with Revenue Stamp as deemed fit attached to 1st copy of the Bill.
- 6. Preference will be given to those Institutions which have certification from competent authority such as ISO/National Accreditation Board etc.
- 7. Tenderer offering maximum number of qualifying lowest quotes for listed blood and blood components (Annexure III) may be preferred for that selection, for operational convenience.
- 8. Pre-receipted Bills should be sent monthly in Triplicate, and should be accompanied by a copy of each of the Requisition form.
- 9. Member of the committee constituted by Medical Superintendent shall visit the institution of any time either before entering into a contract or at any time during the period of contract. The bidder shall be prepared to explain / arrange demonstration to the queries of the members.
- 10. The Hospital Authority reserves the right to accept or reject, in public interest, part or whole of tender without assigning any reason thereof.

11. The tenderer shall put his signature endorsing and accepting the above terms and conditions.
12. The services should be made available round the clock on all days.
13. The offer shall be valid for a period of one year (1 year) from the date of issue of the work order subject to fulfilment of the laid down terms and conditions and satisfactory performance. However, the competent authority of this hospital reserves the right to cancel the offer without assigning any reason thereof.

Date:

Place:

MEDICAL SUPERINTENDENT

TENDER APPLICATION FORM

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

UDERTAKING

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

Date: -
Place: -

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

(Office seal of the tenderer)

QUOTE YOU RATES FOR DIFFERENT PRODUCTS

Sl. No.	Name of Investigation	Rates (Rs.) per unit
1.	Whole human Blood	
2.	Packed Cell	
3.	Fresh Frozen Plasma	
4.	Platelet concentrate	
5.	Washed RBC	
6.	Factor VIII	
7.	Factor IX	

Date: -
Place: -

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

(Office seal of the tenderer)