



**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-15/14/1/2011/Furniture (office)

Dated: 25/05/2011.

Sub: Limited Tender Enquiry – (Two Bid System): For supply of Office Furniture / General Equipments and Articles for office and 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.)

To:

Sir(s),

Sealed tenders are invited (under Two Bid System - "TECHNICAL BID" & "PRICE BID") by post/per bearer from bonafide manufacturers / authorised dealers for supply of "**Office Furniture / General Equipments and Articles for office and hospital**" as per categories / specifications and/or quantities detailed in the **Schedules / Specifications** (Annexure – IV) 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 (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 as per the terms and conditions stated, please submit your quotation to this office.

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.100.00 (Rupees One Hundred Only)**. 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 submitted along with the Technical Bid. It should not be enclosed in the envelope containing the Price Bid). All the payment may be made by **Demand Draft; drawn in favour of ESI Fund A/c No. 1, payable at Kolkata; Cheques will not be accepted.**

Tenderers are requested that, before quoting their rates or sending tender, the tender forms may please be read out thoroughly (line by line) so as to have a clear knowledge of the requirement contained therein, otherwise purchaser will not be held responsible for any error / oversight of his own and the penalties shall be levied for not complying with the requirements stated herein or supply of the required item/services.

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 forms containing the Terms and Conditions (**Annexure – I & II**), the Tender Application Form (**Annexure III**) and the Schedule of contract / specifications of items (**Annexure-IV**) **should be returned in**



original along with the technical bid document, intact, after filling up the same and duly signing in full with stamp, on each page, failing which the tender shall be liable for rejection.

In the event of the space on the Schedule of contract / specifications of items/proforma being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bearing the Tender Number and be duly signed and stamped by the tenderer. 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.

PARTICULARS

| | |
|---|---|
| Cost of each Tender Document with one schedule | Rs. 100/- |
| Cost of each Tender Document downloaded from Web site | Rs. 100/- |
| Period for supply of Blank Tender Forms and related documents at the Hospital on all Working Days (Except Saturdays, Sundays and Holidays) | 06.06.2011 to 27.06.2011 at any day upto 3.00P.M. |
| Due Date & Time of submission of completed Tender Document in the Tender Box kept in the Office of ESIC Hospital. | 28.06.2011 upto 2.00 P.M. |
| Date & Time of Opening of Tender | 28.06.2011 at 2.30 P.M. |
| Bid Security / Earnest Money to be deposited | 10 % of the Total Cost (including taxes) of each of individual equipment to be purchased from the tenderer after selection, rounded off to the nearest Thousand. |

Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, does not pledge himself to accept the lowest or any tender and reserves the right of accepting or rejecting the whole or any part of the tender without assigning any reason thereof. Canvassing in any form by the tenderer or his representative with any of the officials of ESIC Hospital shall render the tender liable to be rejected.

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.

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 | Service centre at Kolkata | Submitted | Yes/no |
| 7 | Price quoted in original sheet as Annexure IV | Submitted | Yes/no |

Enclosures:

1. Annexure – I (General Tender Terms & Conditions).
2. Annexure – II (Special Tender Terms & Conditions).
3. Annexure – III (Tender Application Form).
4. Annexure – IV (Specification of Furniture).

Yours sincerely,

MEDICAL SUPERINTENDENT



**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

ANNEXURE-I**GENERAL TERMS AND CONDITIONS FOR TENDER / BID**

| | |
|--|--|
| Cost of each Tender Document with one schedule | Rs. 100/- |
| Cost of each Tender Document downloaded from Web site | Rs. 100/- |
| Period for supply of Blank Tender Forms and related documents at the Hospital on all Working Days (Except Saturdays, Sundays and Holidays) | 06.06.2011 to 27.06.2011 at any day upto 3.00P.M. |
| Due Date & Time of submission of completed Tender Document in the Tender Box kept in the Office of ESIC Hospital. | 28.06.2011 upto 2.00 P.M. |
| Date & Time of Opening of Tender | 28.06.2011 at 2.30 P.M. |
| Bid Security / Earnest Money to be deposited | 10 % of the Total Cost (including taxes) of each of individual equipment to be purchased from the tenderer after selection, rounded off to the nearest Thousand. |

1. PREPARATION OF TENDER:

- a. The original 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 tender is liable to be rejected.
- b. If any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by writing '**not quoting**'.
- c. 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.
- d. The Tenderer shall, wherever call upon to do so, give full information with reference to the services in hand and shall also permit the Medical Superintendent or any other officer nominated by him to inspect the premises of the tenderer at all reasonable times and shall give full assistance and information as may be required by him in connection with the contract.

2. SIGNING OF TENDER:

- a) The tender is liable to be 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.

1. PROCEDURE FOR SUBMISSION OF TENDERS / BIDS:

I. The tender should be submitted in 'TWO BID' SYSTEM:-

i. TECHNICAL BIDS:

- a. **TECHNICAL BIDS** in one separate envelope, sealed, super scribed with the wordings "**TECHNICAL BID**".
- b. The original copy of tender (Annexure – I to annexure - IV), duly completed and signed on each page, should be submitted/returned back, enclosed along with the "**TECHNICAL BID**".
- c. The "Technical Bid" shall contain Earnest Money, the Cost of the Tender Document (if downloaded from the web), both in the form of demand drafts as prescribed hereinbefore, and all the technical details & documents along with commercial terms and conditions in support of the quoted equipment.
- d. The Earnest Money Deposit (EMD) should be submitted in separate envelope super scribed with the wordings "**EMD**".
- e. Prices / Costs of the items ***should not be*** indicated anywhere in the Technical Bid. This should be followed meticulously failing which the tender is liable to be cancelled.

ii. PRICE (FINANCE) BID

- a. **PRICE (FINANCE) BID** for **each ITEM** is to be submitted in **SEPARATE** sealed envelopes, super scribed with the wordings "**PRICE (FINANCIAL) BID**" and the "**NAME OF THE ITEM**". All such sealed envelopes of Price Bids for individual items are to be kept in a large sealed envelope, again superscribed with the wordings "**PRICE (FINANCIAL) BID**". This should be followed meticulously failing which the tender is liable to be cancelled.
 - b. The 'Price/Financial Bid' will contain item-wise price / cost for the items mentioned / quoted in the technical bid.
- II. Both the Technical Bid envelope and the Price (Financial) Bid envelope, prepared as above, are to be kept in a larger single envelope super-scribed with "**TENDER (TWO BID SYSTEM) FOR SUPPLY OF OFFICE FURNITURE / GENERAL EQUIPMENTS AND ARTICLES FOR OFFICE AND HOSPITAL**" so as to give a double cover protection.
 - III. The outer cover should also be sealed and addressed to the Medical Superintendent in the address mentioned hereinbefore.
 - IV. Tenders submitted without following the 'Two Bid' System procedure will be rejected.

2. 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 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, should be delivered at this office not later than the due date and time stipulated in the schedule of tender.

5. THIS TENDER DOCUMENT IS NON-TRANSFERABLE

6. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN AND PERIOD OF VALIDITY:

- i) All tenders should remain open for acceptance for a **period of twelve months** from the date of opening of the tender.
- ii) The contract / tender, if awarded, shall be valid **initially for one year from the date of award of Contract** subject to continuous satisfactory performance and on failure on this aspect by the contractor, the Competent Authority will reserve the right to terminate the contract. The period of the contract can be extended for further period at the discretion of the Competent Authority, to a maximum of one year, on terms and conditions of the hospital, while accepting the tender.
- iii) Quotations qualified by such vague and indefinite expressions such as 'subject to immediate acceptance'; 'subject to prior sale' etc. will not be considered.



7. OPENING OF TENDER:

- I. The **Technical bids** will be opened on the specified date and time in the presence of bidders/representatives who choose to attend on the date and time as mentioned.
- II. The bidders/ representatives who are present in the opening shall sign evidencing their attendance.
- III. The **Price/Financial bids** of the bidders whose technical bids are found technically suitable (after the selection of samples / demonstration of equipment / Item, if any) only will be opened later. **The decision of the committee on technical suitability shall be final and shall not be opened for discussion.**

8. PRICES:

- i) Prices are to be quoted **in Indian Rupees**.
- ii) Prices quoted in the Price/Financial Bid must be meaningful and measurable in the context.
- iii) The prices quoted must be per unit shown in the schedule inclusive of all packaging, installation and delivery charges wherever applicable. Refunds on account of returnable package (if any) are to be separately specified. Price & Fund must be clearly shown in figures and words.
- iv) Tenderers should clearly specify whether prices quoted are inclusive of Sales Tax/ VAT / duties / statutory charges or such charges as extra. Where no specific mention is made to Sales tax / VAT/ or other duties, prices quoted shall be **deemed to be inclusive of such taxes / charges**.
- v) The ESIC Hospital and ODC (EZ), Joka, is not authorized to issue 'C/D forms'.
- vi) **Price must be quoted in original sheet of Annexure-IV failing which the same is liable to be rejected.**

9. BID SECURITY / EARNEST MONEY:

The tenderer shall have to deposit an earnest money amount as mentioned in Annexure IV with their Technical Bid at the time of application, failing which the tender shall 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 OR CASH WILL BE ACCEPTED.** 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, on written request, towards the amount of security required to be deposited by the contractor in terms of Clause mentioned herein. The earnest money will however, be returned without interest to the tenderer whose tender is not accepted after the finalisation of the tender.

10. SECURITY DEPOSIT / PERFORMANCE SECURITY:

On acceptance of the tender, within the period specified by the Medical Superintendent, the successful tenderer / contractor shall deposit a sum equivalent to **10 % (Ten Percentages) of the Bill Value, rounded off to the nearest Rupee**, as security deposit, for due compliance & fulfilment of the terms and conditions of the contract. This has to be in the form of a bank draft, drawn in any of the nationalised bank, in favour of **ESI Fund A/c No. 1**, payable at Kolkata. **NO CHEQUES WILL BE ACCEPTED** for this purpose. On due performance and successful completion of the contract in all respect including warranty period, the security money deposit shall 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. If the contractor fails in fulfilling the terms and conditions mentioned here in different parts of this tender document, 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. Also, non-performance/unsatisfactory performance or violation of terms and conditions of the contract will make the contractor liable for forfeiture of security deposit. The decision of the Medical Superintendent shall be final and binding on this count.*

11. DELIVERY TERMS:

- a. **Time 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 delivery of the stores / execution of work / providing the services etc. are required within a period as specified in the purchase order and as the place mentioned therein. Normally maximum 6 weeks time is allowed from the date of issue of the purchase order for execution of the supply of the equipment / article. However, the time allowed for execution of order shall be governed by the stipulated time mentioned on the purchase order of Delivery of equipment / Items.
- 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. When a purchase order is placed to the successful tenderer, he shall have to acknowledge the receipt of the said order within 10 (ten) days of the issue.
- d. In case this office does not receive supply of the above item(s), by due or extended date of delivery, the above stated order will stand CANCELLED, unless extension is sought for and granted by the competent authority for the late supply. In such cases, purchase of the above items will be made at the tenderer's RISK & COST without his consent and correspondence in these regards. The competent authority reserves the right to recover the difference of excess expenditure so incurred from the tenderer's incoming bills or otherwise in addition to forfeiting the earnest money deposited by the tenderer.
- e. 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, and the Medical Superintendent may allow such additional time required by circumstances of the case.

12. PAYMENT TERMS:

- 1) 100% Payment will be made only after supply, inspection, complete installation and satisfactory demonstration of performance of the item / equipment / instrument (including supply of all accessories) subject to deposition of a sum equivalent to 10 % (Ten Percentages) of the Bill Value as mentioned under Security Deposit / Performance Security Clause mentioned above or submission of Performance Bank Guarantee for 10% value of the order valid for the warranty period from any Scheduled Bank. Otherwise, 90% payment will be released after installation & balance 10% payment will be released after warranty period or against bank guarantee for the warranty period. No advance payment before effecting supply as above either part or full of any kind shall be made under any circumstances.
- 2) Payment shall be made through cheque or Electronic Clearing System. Normally, payment is made within six weeks after satisfactory inspection, installation and performance of the item / equipment / instrument subject to submission of appropriate and correct invoice, Challans and other documents as deemed fit.
- 3) In case of cheque, the same may be dispatched through Registered Post.

13. OTHER TERMS:

- a) **Responsibility for executing Contract:** The contractor is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.
- b) The contractor shall not sublet transfer or assign the contract to any part thereof without the written permission of the Medical Superintendent. In the event of the contractor contravening this condition, Medical Superintendent be entitled to place the contract elsewhere on the contractors account at his risk and the contractor shall be liable for any loss or damage, which the Medical Superintendent, ESIC Hospital & ODC (EZ), Joka, may sustain in consequence or arising out of such replacing of the contract.
- c) **Recovery of sums due:** Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor the purchaser shall be entitled to recover of such sum by appropriating, in part or whole the security/earnest money deposited by the contractor, when the balance or the total sum to be recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to recoverable under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the purchaser on demand the remaining balance due.
- d) **Insolvency and breach of contract:** The Medical Superintendent may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-
 - i) *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*
 - 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 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.*
 - 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.

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 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.

e) **Arbitration:** In the event of any question, dispute or difference arising under these conditions or any special conditions of the contract, or in connection with this contract, except as to any matter the decision of which is specially provided for by these on the special conditions, the same shall be referred to the sole arbitration as appointed by the Medical Superintendent. It will be no objection that the arbitrator is a Govt. servant, that he had to deal with the matter to which the contract relates for that in the course of his duties as a Govt. servant he had expressed views on all or any of the arbitration dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract, it is a term of this contract: -

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 contractor shall, if reasonable possible continue during the arbitration proceeding and no payment due to payable by the purchaser shall be withheld on account of proceedings: -

The venue of arbitration shall be at Kolkata.

In the clause, the expression 'The Director General', ESI Scheme means, the Medical Superintendent, ESI Scheme for the time being and includes is there be no Medical Superintendent the officer who is for the time being the administrative head of the ESI Corporation, whether in addition or otherwise.

For the purpose of the contract including arbitration proceedings there under, the Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, shall be entitled to exercise all the rights and powers of the purchaser.



- f) **Document:** The tenderer should have a valid **Trade licence and PAN / TAN / other statutory document as applicable** and produce attested copies of such certificates along with the tender papers in Technical Bid, failing which the tender is liable to be rejected.
- g) **Right to accept / reject:** The hospital authority reserves the right to **reject** any or all tender without assigning any reason whatsoever. Also, the hospital authority reserves the right to **award** any or part or full contract to any successful agency at its discretion and this will be binding on the tenderer.
- h) The quantity shown in the tender can be increased or decreased to any extent depending upon the actual requirement.
- i) **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.
- j) In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the hospital authority reserves the right to award the contract to the next higher tenderer or outside agency and the difference of price will be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the tenderer.
- k) 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.
- l) **Failure and Termination:** If the contractor fails to delivery the stores or any instalments thereof within the period prescribed for such delivery in the contract or any time liquidation the contract before the expiry of such period, the Director (Medical)/Medical Superintendent may without prejudice to his right to recover damages for breach of the contract, be entitled at his option.
- i. To recovery from the contractor as agreed liquidated damages, and not by way of penalty a sum equivalent to 2% of the price of any stores which the contractor has failed to deliver within the period fixed for delivery for the schedule for each month or part of the month during which the delivery of such stores may be in arrears, where delivery thereof is accepted after expiry of the aforesaid period, or
 - ii. To purchase elsewhere, without notice to the contractor, on his account and at the risk of the contractor, the stores not delivered or stores of similar description (where stores exactly complying with the particulars are not in the opinion of the Director (Medical)/Medical Superintendent, ESIC Hospital & ODC (E.Z), Joka, readily procurable such opinion being final). Without cancelling the delivery in respect of the consignments not yet due for delivery, or
 - iii. To cancel the contract or a portion thereof, and if so decided to purchase or authorise to purchase of stores not so delivered or other of a similar description (where stores exactly complying with the particulars are not, in the opinion of the Director (Medical) / Medical Superintendent readily procurable, such opinion being final) at the risk and cost of the contractor.

MEDICAL SUPERINTENDENT



**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

SPECIAL TERMS AND CONDITIONS

The following special terms and conditions shall apply for supply of **Office Furniture / General Equipments and Articles for office and hospital**, at ESIC Hospital & O.D.C. (E.Z), Joka.

A. INSPECTION / INSTALLATION OF ITEMS / EQUIPMENTS:

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

B. WARRANTY / GUARANTEE:

Along with the **Technical Bid** the following information **are to be provided exclusively.**

- (i) All the **items** shall be carrying **at least 1 (One)** year warranty / guarantee against defects of manufacturer/workmanship and poor quality of components. Accordingly, the **tenderers shall indicate clearly** and exhaustively the mandatory warranty / guarantee offered by them / by the manufacturing / supplying firms, its duration, as well as the various Terms & Conditions involved therein, at the time of submission of the **Technical Bid** papers.
- (ii) The tenderer must be able to provide **after sales service** for the equipments quoted at least for a period of **five years**. A declaration to such effect must be accompanied with the offer.
- (iii) **Uptime guarantee:** During the warranty/guarantee / AMC period the firm will maintain the equipment in good working condition. All the complaints will be attended by the firm within 24 hours of the dispatch of a complaint to their office. The firm shall ensure that machine is set right within 10 days (Ten Days) of the intimation. However, the tenderer have to arrange similar equipment as a standby at his cost and risk in case of breakdown. In case of the machine not being made functional within 10 days (Ten Days), **Stiff Penalty** equivalent to **1½%** of the cost of machine per week shall be levied for every week of delay at the discretion of the authority. In addition, the tenderer have to arrange similar equipment as a standby as stated above.

C. SOFT WARE UPGRADATION:

Free up-gradation of software (all update & upgrades) at least for 5 years is to be provided, wherever applicable.

D. CERTIFICATES TO BE SUBMITTED ALONGWITH THE TECHNICAL BID:

The following written guarantee / declaration must be provided exclusively where applicable without which the quotation shall be liable for rejection.

1. The name, addresses, phone no, fax no, etc, of the authorised **service centre in Kolkata** for each of the specific equipment / Article / item quoted.
2. A declaration that the after sales service facilities as well as **spare parts** shall be made available **at least for five years** for each of the specific equipment / Article quoted.
3. A declaration indicating willingness to provide **AMC services at least for five years after the expiry of the warranty** for each **of the maintainable equipment** quoted. Accordingly, the tenderer must quote prices for



AMC, separately, for each year, for 5 years. **The quotations for the cost of such AMC are to be furnished along with cost of the equipment in the Price Bid. No such rate shall be mentioned in Technical Bid.**

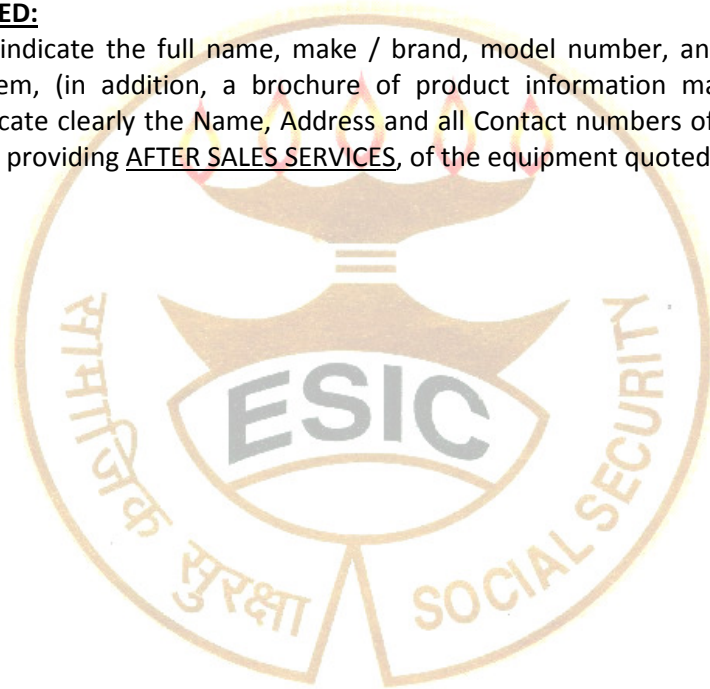
4. A declaration that the specific equipment/article with the given specifications has not been sold / supplied to any other organisation at a lesser price than the price quoted here for each of the specific equipment quoted here.

E. SAMPLES / DEMONSTRATION

The firms should be prepared to demonstrate their item(s) / arrange for demonstration of items within **3 (Three) weeks from the date of opening of tender for verification / inspection**, etc., or at a later date as decided by the competent authority. The firm shall have to comply with such conditions failing which the tenderer shall be liable for rejection and forfeiture of the Earnest Money. The tenderer / firm / company shall arrange for demonstration of equipment / Item / article at his own cost and risk. **Tenderer who fails to demonstrate the equipments/ instruments quoted will not be considered for selection.**

F. DETAILS OF ITEMS QUOTED:

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



MEDICAL SUPERINTENDENT

**TENDER APPLICATION/DECLARATION FORM**

| | | |
|----|---|--|
| 1 | Name of the firm:- | |
| 2 | a Full Postal Address:- | |
| | b Cell Phone No. | |
| | c Telephone No:- | |
| | d Fax No. | |
| | e E-mail address: | |
| 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 hereby undertake to supply the items as per directions given in the tender document / supply order within stipulated period.
- 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.

Date:-
Place:-

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

(Office seal of the tenderer)

**ANNEXURE – IV**

| Sl. No. | Name of the article | Description | Quantity required | EARNEST MONEY (Rs.) | QUOTE YOUR RATE as unit cost |
|---------|------------------------------------|--|-------------------|---------------------|------------------------------|
| 1 | Almirah big: | (Standard) Steel, H78"X W36" X D19" Approximately, Made from minimum 1 mm prime rolled steel with multi bend construction with powder coated finished painting, with 4 adjustable selves. | 8 | 2000.00 | |
| 2 | B - Type Table: | Executive table both side drawer made from prime quality cold rolled steel with interlocking joints with precision lock, approximate size 54" x 27"x29" with veneer top/1"ply top/composite Board on tubular or rectangular frame powder coated. | 1 | 200.00 | |
| 3 | C-Type Table: | Office table: one side drawer, made from prime quality cold rolled steel, with interlocking joints with precision lock, approximate size 48"x24"x30", with veneer top/1"ply top/composite board, on tubular or rectangular frame, powder coated | 15 | 1800.00 | |
| 4 | Perforated 3 seater chair: | Metal perforated 3 seater chair on beam without arm. | 10 set | 1500.00 | |
| 5 | Computer Table | Compact computer Table – should accommodate Monitor, printer, CPU and sliding keyboard space. Models with wire management system preferable. | 9 | 450.00 | |
| 6 | Computer Chair: | Revolving chair of best quality – Low Back with arms, suitable for work station/computer. | 12 | 300.00 | |
| 7 | Refrigerator | With Ice-chamber 165 liters | 1 | 200.00 | |
| 8 | Locker Pigeon Hole (6 Box): | Locker Pigeon Hole (6 Box), Prime quality CRCA Steel with anti-corrosive treatment having ventilating louvers for air circulation, approximate size 78"x36"x19", 6 lockers in 1 columns, Powder coated finish, with stand and label holders for providing easy identification, with individual locks and keys: | 3 | 500.00 | |
| 9 | Armless chair : | Armless chair with tubular steel structure with cane seat and back rest. | 3 | 150.00 | |
| 10 | Armed chair: | Armed chair with tubular steel structure with cane seat and back rest. | 6 | 300.00 | |
| 11 | Steel Rack (big): | Big Steel Rack prime steel Modular, with adjustable selves, multipurpose, approx size 7"x3"x15" | 11 | 600.00 | |

Date:-

Place:-

Signature of the tenderer:-

Full Name:-

Designation:-

(Office seal of the tenderer)