



ESIC HOSPITAL, ADITYAPUR / क० रा० बि० निगम अस्पताल, आदित्यपुर,
(Under Ministry of Labour & Employment, Govt. of India)
JAMSHEDPUR, JHARKHAND-831013 / जमशेदपुर झारखण्ड :831013
Phone: 0657-2383101; Fax: 0657-2383866
(An ISO 9001-2008 Certified Hospital)



Tender No-603-U/16/30/12-Med. Equip

Dated:-06/02/2013

From,

Medical Superintendent
ESIC Hospital, Adityapur,
Jamshedpur.

Subject: Open Re-Tender Enquiry- (Two Bid System) 2012-2013: For supply of **OT Equipments and Gas Cylinders.**

(Note: The envelope containing the tender as well as subsequent communications should be addressed and delivered to “The Medical Superintendent, ESIC Hospital, Adityapur, JAMSHEDPUR). 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/ authorized dealers for supply of **“OT Equipments and Gas Cylinders”** listed along with specification at (ANNEXURE -IV) in accordance with terms & conditions, specifications laid hereinafter in tender document.

The “Tender Documents” comprising 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/Technical Bid (ANNEXURE -III),the list of Medical Equipments with quantity and EMD/ Schedule/ Specification of items/ equipment (ANNEXURE-IV),check list/ compulsory documents (ANNEXURE -V),authorization certificate (ANNEXURE-VI), undertaking on stamp paper of Rs-100/- (ANNEXURE-VII),Financial Bid (ANNEXURE-VIII), conformity of tendered equipment as per specification (ANNEXURE -IX) are enclosed herewith. Interested and eligible tenderers as per terms & conditions laid under tender document may submit there bid latest by time and date specified in schedule of tender in tender box earmarked for the purpose.

The tender document may be obtained from the office of the Medical Superintendent in person by the bonafide applicant or his authorized representative by applying in their letter head at a cost of **Rs:-500/- (Rupees Five Hundred only)**. The “tender documents can also be downloaded from the website(www.esic.in) and in such case the same may be signed and submitted as per the procedures mentioned hereinafter along either the fee(s) for the “tender documents” @ **Rs:-500/- (Rupees Five Hundred only)** (To be submitted along 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 ESIC Hospital, Adityapur, payable at Adityapur Bazaar Branch. Cheque 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.

TENDER SCHEDULE

| | |
|--|---|
| Cost of each tender document | Rs:500/-(Rupees Five Hundred only) |
| Period of supply of Tender Forms and related documents at the Hospital on all Working Days (Sundays and Holidays) | Date:06/02/2013 to 26/02/2013 10 am to 1 pm (All working days from Monday to Saturday) |
| Last Date & Time of submission of completed Tender Document in the Tender Box kept in the Office of ESIC Hospital. | Upto 2.15 pm Date:26/02/2013 |
| Date & Tune of Opening of Technical Bid | At 2.30 pm Date:26/02/2013 |
| Bid security/ Earnest Money to be deposited | Amount of EMD to be deposited is, as mentioned against each of the equipment/instrument/item in Annexure-IV of the tender document. While quoting for more than one item, the earnest money mentioned against each quoted item are to be taken into consideration and added up while submitting the earnest money/bid security. |
| Performance security/ Security Deposit Money to be deposited | 10 % of the Bill Value of each of individual equipment & instrument to be purchased from the tenderer after selection. |

Medical Superintendent, ESIC Hospital, Adityapur does not pledge himself to accept the lowest of any tender and reserves the right of accepting or rejecting the whole or any part of the tender without assigning any reason thereof and also that competent authority have the right to order on one or more firms. Canvassing in any form by the tenderer or his representative with any of the officials of ESIC Hospital shall render the tender liable for rejection.

Acceptance by the purchaser shall be communicated in due course by mail/post. The successful tenderer shall respond immediately on the direction/instruction communicated to them.

THE TENDERER ARE REQUESTED TO FOLLOW THE CHECK LIST AT THE TIME OF SUBMISSION OF TENDER DOCUMENT WITHOUT WHICH THE OFFFER IS LIABLE TO BE CANCELLED:

| SL No | CHECK LIST:- | |
|-------|--|--------|
| 1 | TENDER DOCUMENT FEE BY DEMAND DRAFT ONLY (in case if it is downloaded from website) | Yes/No |
| 2 | EARNEST MONEY DEPOSIT IN RESPECT OF ALL THE TENDERED EQUIPMENT BY DEMAND DRAFT ONLY | Yes/No |
| 3 | VALID TRADE LICENCE CERTIFICATE | Yes/No |
| 4 | MANDATORY AMC & CMC CERTIFICATE FOR FIVE YEARS AFTER EXPIRY OF WARRANTY | Yes/No |
| 5 | MANDATORY SPARE PARTS AVAILABILITY FOR FIVE YEARS CERTIFICATE | Yes/No |
| 6 | VAT/CST CERTIFICATE | Yes/No |
| 7 | TWO YEAR WARRANTY CERTIFICATE | Yes/No |
| 8 | WHETHER TENDER DOCUMENT IS SIGNED ON ALL THE PAGES | Yes/No |
| 9 | NAME & ADDRESS OF SERVICE CENTRE IN ADITYAPUR/JAMSHEDPUR | Yes/No |
| 10 | AUTHORIZATION CERTIFICATE FROM THE MANUFACTURE (in case if the tenderer is not the manufacture of tendered equipment) | Yes/No |
| 11 | UNDERTAKING ON Rs-100/- STAMP PAPER (dully filled in ANNEXURE-VII) | Yes/No |

Enclosures:-

1. **Annexure-I (General Tender Terms & Conditions).**
2. **Annexure-II (Special Tender Terms & Conditions).**
3. **Annexure-III (Tender Application Form/Technical Bid).**
4. **Annexure-IV (The list of Medical Equipments with quantity and EMD/ Schedule/ Specification of items/ equipment).**
5. **Annexure-V (Check list/ compulsory documents).**
6. **Annexure-VI (Authorization Certificate).**
7. **Annexure-VII (Undertaking on Stamp Paper of Rs-100/-).**
8. **Annexure-VIII (Financial Bid)**

Yours sincerely

MEDICAL SUPERINTENDENT

ANNEXURE-I

GENERAL TERMS AND CONDITIONS FOR TENDER/BID

1. PREPARATION & SUBMISSION OF TENDER:

The tender shall be submitted under two bid system in two separate sealed envelop.

The Envelop no-1 shall be super scribe with the words/phrase “TECHNICAL BID for supply of **OT Equipments and Gas Cylinders**” on the top of envelop. The envelop no-1 i.e TECHNICAL BID shall contain a letter head describing the name of tendered equipment as well as list of document attached, dully filled in technical bid (ANNEXURE -III), EMD in r/o all tendered equipment, **cost of the Tender Document (if downloaded from the web) both in the form of demand draft as prescribed hereinbefore,** dully sealed & signed on all pages, tender document form except financial bid i.e (ANNEXURE -VIII), all self attested photo copies of relevant certificate & documents.

Prices should not be indicated anywhere in the Technical Bid. This should be followed meticulously failing which the tender is liable to be cancelled.

- b. **The Envelop no-2** shall contain dully filled in financial bid i.e (ANNEXURE -VIII) & the word/phrase “FINANCIAL BID for supply of **OT Equipments and Gas Cylinders**” shall be super scribe on the top of envelop. The rate/price shall be quoted in Indian currency both in words and figure & it shall be legible & clear. Over writing of any kind shall be avoided and two make the words & figure tamperproof transparent tape shall be affixed on quoted price. If any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by writing '**not quoting**'.

Both the envelop i.e envelop no-1 (TECHNICAL BID) & envelop no-2 i.e (FINANCIAL BID) shall also contain the name and address of tenderer at the bottom of envelop. Both these envelops shall be kept in the third bigger envelop and the word/phrase “Tender for supply of OT Equipments and Gas Cylinders” shall be super scribe on the top of the envelop & the name and address of tenderer at the bottom of envelop. This third big sealed envelop shall be dropped in tender box earmarked for the purpose in the premises of ESIC Hospital, Adityapur latest by time and date mentioned in tender schedule.

- d. In the event of the space on the tender 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 the duly signed and stamped by you. In such cases, reference to the additional pages must be made in the Tender Form.
- e. The Tender 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 within 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. Individual 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 Company act or Indian Partnership Act, the capacity in which signing e.g. Secretary, Manager, Director and Partner etc. or their attorney and copy of documents, empowering him to do so, if called upon to do so shall be produced.

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

4. LASTEST 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 TEHDER 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 three months** from the date **of opening of the tender**.
- ii) Quotations qualified by such vague and indefinite expressions such as 'subject to immediate acceptance'; 'subject to prior sale' will not be considered.

7. OPENING OF TENDER:

- i. The Technical bids will be opened in the presence of bidders/representatives who choose to attend on the date and time as mentioned in schedule of tender.
- ii. The bidders/ representatives (shall bring a letter of authorization form the tenderers) who are present in the opening shall sign evidencing their attendance.
- iii. The Technical bid shall be opened first as per schedule of tender and it shall be evaluated by TEC.
- iv. The Price/ Financial bids of the bidders whose technical bids are found technically suitable (after the selection of samples/ demonstration of equipments / instrument, 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. PRICE:

- i. The prices quoted must be per unit shown in the schedule inclusive of all packing, installation and delivery charges wherever applicable. Refunds on account of returnable package (if any) are to be separately specified. **Price must be clearly quoted in figure and in words in Rupees (Indian Currency).**
- ii. Tenderers shall quote the price only in the terms & manner as detailed & desired in Financial bid.
- iii. The ESIC Hospital, Adityapur, Jamshedpur is not authorized to issue 'C/D form'.
- iv. Price are to be quoted in Indian Rupees (**Indian Currency**).
- v. Price quoted in the Price/Financial Bid must be meaningful and measurable in the context.

9. BID SECURITY/ EARNEST MONEY:

The tenderer shall have to deposit an earnest money amount (as specified in Schedule-IV) of the tender document against each equipment/ article with their Technical Bid at the time of application, falling which the tender shall be rejected. While quoting for more than one item, the earnest money mentioned against each quoted item are to be taken into consideration and added up while submitting the earnest money/bid security and shall be paid in single demand draft. The earnest money is to be paid by Demand Draft drawn in favour of **ESI Fund A/c No.1 payable at SBI Aditypur Bazaar Branch. NO CHEQUE OR CASH 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, on written request, towards the amount of Performance 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 finalization of the tender. The EMD should be submitted along with the pre receipt for the release of the EMD and the bank details of the firm for RTGS/ECS.

10. SECURITY DEPOSIT/ PERFORMANCE SECURITY:

1. The tenderer shall give its acceptance within 7 days of award of tender. On acceptance of the tender, within 7 days the successful tenderer/ contractor shall deposit a sum equivalent to **10% (Ten percentage) of the Total cost including taxes of each and individual equipment/ article to be purchased from the tenderer after selection, rounded off to the nearest Thousand,** as security deposit, for due compliance & fulfillment of the terms and conditions of the contract. This has to be in the form of a bank draft, drawn in any of the nationalized bank, in favour of **ESI Fund A/c No.1 payable at SBI Aditypur Bazaar Branch. NO CHEQUE OR CASH 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 be purchaser, which may have been issued to the contractor. If the contractor fails in fulfilling the terms and conditions mentioned herein 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 tenderer awarded with the contract shall deliver the Equipment/items within 30 days of placement of supply order. The period of supply is extendable to further 15 days on justification and written request from the supplier & on the discretion of Medical Superintendent.
- b) In case this office does not receive supply of the above item(s) by due 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 and also in event of non acceptance of tender or non submission of performance security the EMD will stand forfeited without making any further correspondence.
- c) But if the delay shall have arisen from any cause, such as strikes, lockouts, fire accidents, riots, etc, which the Medical Superintendent, ESIC Hospital, Adityapur, Jamshedpur may admit it as reasonable ground for further time, and the Medical Superintendent may allow such additional time required by circumstance of the case.

12. **PAYMENT TERMS:**

- i. 100% Payment will be made after supply, inspection, complete installation and satisfactory demonstration of performance of the item / equipment / instrument (including supply of all accessories). No advance payment before effecting supply as above either part or full of any kind shall be made under any circumstance.
- ii. Payment shall be made through cheque or Electronic Clearing System/RTGS. 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. The contractor shall furnish the bank details along with IFSC Code etc required for making payment through RTGS/ECS.
- iii. 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 will 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, Adityapur, Jamshedpur 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.*

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:-

i. If the arbitrator be Medical Superintendent, ESIC Hospital, Adityapur, Jamshedpur.

- 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, Adityapur, Jamshedpur to appoint another person as arbitrator.

ii. 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 be referred to

arbitrator at all. Upon every and such reference, the assessment of the costs incident of 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 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 Jamshedpur.

In the clause of 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, Adityapur, Jamashedpur, shall be entailed to exercise all the rights and powers of the purchaser.

f. Document:- The tenderer should have valid **Trade license / 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 Medical Superintendent reserves the right to reject any or all tender without assigning any reason whatsoever. Also, the Medical Superintendent 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 of any assistance either, in the procurement the of raw materials required for the fulfillment of the contract or in the securing of transport facilities.

j. Medical Superintendent, ESIC hospital, Adityapur, Jamshedpur 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.

k. 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.

l. Failure and Termination:- If the contractor fails to deliver the stores or any installment thereof within the period prescribed for such delivery in the contract or any time liquidation the contract before the expiry of such period, the Medical Superintendent may without prejudice to his right to recover damages for breach of the contract, be entitled at his option.

- i. 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 Medical Superintendent, ESIC Hospital, Adityapur, Jamshedpur, readily procurable such opinion being final). Without canceling the delivery in respect of the consignment not yet due for delivery, or
- ii. To cancel the contract or a portion thereof, and if so decided purchase or authorize 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 Medical Superintendent readily procurable, such opinion being final) at the risk and cost of the contract.
- iii. 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

MEDICAL SUPERINTENDENT

ANNEXURE-II
SPECIAL TERMS AND CONDITION

The following special terms and conditions shall apply for supplying various Medical, Surgical and General Equipments / Articles at ESIC Hospital, Adityapur, Jamshedpur.

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

Supplies shall be accepted and work shall be certified as completed subject to **satisfactory and complete installation** (up-to full potentials claimed for that respective equipment/article) of the equipment/ stores supplied including supply of all accessories, and certified by the assigned officer and subsequent inspection by Medical Superintendent, ESIC Hospital, Adityapur, Jamshedpur or his assigned representative. Any defect found in the materials / equipment / stores supplied /work done will render the supplies / work open to rejection and decision of the Medical Superintendent, ESIC Hospital, Adityapur, Jamshedpur, shall be final and legally binding. The tenderer 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 store 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** following information are to be provided exclusively.

- (i). All the **equipments / Articles** shall be carrying **at least 2 (two) 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 comprehensive **after sales service** AMC and CMC for the equipments quoted at least for a period of **five years** after warranty period. A declaration to such effect must be accompanied with the offer, in the Technical Bid.
- (iii). **Uptime guarantee:** During the warranty / guarantee / AMC/CMC 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 complain to their office. The firm shall ensure the machine is set right within 7 days (Seven 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 7 days (Seven days), Stiff Penalty equivalent to.25 % of the cost of machine per day shall be levied for of delay at the discretion of the authority. In-addition, the tenderer have to arrange similar equipment as a standby as stated above.
- (iv). Only manufacturer or distributor/Agent authorized by manufacturer would be considered

- (v). A certificate about satisfactory performance of the equipment duly authenticated by other existing users of the equipment has to be supplied.

C. DELAY IN DELIVERY OF ITEMS/EQUIPMENT:

(i) **Liquidated Damages / Penalty:-** If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame (s) incorporated in the contract/supply order, the Purchaser / Consignee shall, without prejudice to other rights and remedies available to the purchaser / consignee under the contract, deduct from the contract price, Security money/EMD as penalty/liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Provided time limit for delivery goods is extended by the competent authority. Once the maximum 10% Penalty is reached Purchaser/Consignee may consider termination of the contract.

(ii) **EMD/Performance Guarantee:-** In case the supply is not made within the stipulated period from date of supply order, the EMD/Performance Guarantee deposited shall be stand forfeited.

E. CERTIFICATES TO BE SUBMITTED ALONGWITH THE TENDER ON STAMP PAPER OF Rs- 100/-

The Tenderer shall give a certificate on a stamp paper of Rs-100/-(Rupee One Hundred only) including the details furnished at ANNEXURE-VII of tender document.

F. SAMPLES / DEMONSTRATION

The tenderer shall ever be ready with sample equipment for demonstration before Technical Evaluation Committee on any date communicated to them at ESIC Hospital premises Adityapur.

G. 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 MANUFACURING FIRM and the firm responsible for providing AFTER SALES SERVICES, of the equipment quoted by them.

MEDICAL SUPERINTENDENT

ANNEXURE – III
TENDER APPLICATION / TECHNICAL BID

| | | |
|----|--|--|
| 1. | Name of the firm:- | |
| 2 | a | Full Postal address:- |
| | b | Cell Phone No:- |
| | c | Telephone No:- |
| | d | Fax No:- |
| | e | E-mail No:- |
| 3 | Details of Ownership (Please attach sheet if there are more than one owner/partner /director for furnishing their Name & address:- | |
| 4 | Date of Establishment of Firm:- | |
| 5 | | If your Firm Registered under:- |
| | a | The Indian Factories Act (in case of manufacturer):- |
| | b | Commercial tax Act:- |
| | c | Any other Act:- |
| 6 | Whether insured against fire, theft, burglary etc. If so, please state the | |
| 7 | Whether the tendered equipment supplied to any other Govt/Pvt agency (Please attach satisfactory Performance certificate from the concerned agency:- | |
| 8 | Give details of any Government contracts executed during the last twelve months (Append extra page if necessary):- | |
| 9 | Any other information which you consider necessary to furnish:- | |
| 10 | Whether Certificate regarding two year warranty is attached (Please attach in letter head a certificate regarding Two year warranty):- | |
| 11 | Whether dully filled in undertaking/declaration at ANNEXURE-VII | |

Date:-
Place:-

Signature of the tenderer:-
Full Name:-
Designation:-
(Office seal of the tenderer)

ANNEXURE – IV

List of Medical Equipments quantity, specification and EMD.

| SL/items No | Name of the Medical Equipments | Qty | EMD Amount |
|-------------|----------------------------------|-----|-------------|
| 1. | Oxygen cylinders(JUMBO) | 04 | Rs:-2,800/- |
| 2. | Oxygen cylinders(A-type) | 10 | Rs:-4,000/- |
| 3. | Nitrous Oxide cylinders(JUMBO) | 04 | Rs:-3,600/- |
| 4. | Nitrous Oxide cylinders(A-type) | 10 | Rs:-4,000/- |
| 5. | Carbon-dioxide cylinders(D-type) | 03 | Rs:-2,250/- |
| 6. | Suction machine | 04 | Rs:-4,000/- |

Specification: Standard specification as per norms, rules, regulation.

ANNEXURE-V

To;

The Medical Superintendent
ESIC Hospital, Adityapur,
JAMSHEDPUR

COMPULSORY DOCUMENTS

(Without which the offer is liable to be cancelled)

1.Tender Document Fee: Rs._____DD

No _____ dated _____ (in case if it is downloaded from website)

2.EMD Value:Rs._____ DD No _____ dated _____

3.Valid Trade Licence Certificate: Valid upto _____

4.Warranty Certificate: At least for one year, submitted (Yes/No)

5.VAT/CST certificate: submitted (Yes/No)

6.Mandatory AMC for five years Certificate: submitted (Yes/No)

**7.Mandatory spare parts availability for five years Certificate: submitted
(Yes/No)**

8.Tender document signing all the pages: submitted (Yes/No)

9.Name & Address of Service Centre in Adityapur: submitted (Yes/No)

**10. Authorization Certificate from the manufacture (in case if the tenderer is not
the manufacture of tendered equipment)**

11. Undertaking on Rs-100/- stamp paper (dully filled in ANNEXURE-VII)

Date:-

Signature of the tenderer:-

Place:-

Full Name:-

Designation:-

(Office seal of the tende

ANNEXURE -VI
(AUTHORIZATION CERTIFICATE)

To,
Medical Superintendent,
ESIC Hospital, Adityapur, Jamshedpur.

Dear Sir,
Authority letter against

Tender No.-----due on -----item quoted-----

-----We,-----
,who are established and reputed manufacturers of-----
having factory at-----

-----and hereby authorize M/s-----
----- (Name and address of agent) to bid, negotiate and conclude the contract with
your institution against above tender for the above goods manufactured by us.

We hereby extend our full guarantee/warranty as per Clause 'B' of special terms & conditions of tender for the goods offered for supply against this invitation of bid from the above firm. We also confirm that the spares and any other miscellaneous items (As applicable) of the equipment quoted, will be freely available for at least five years after expiry of warranty/guarantee period.

Our other responsibilities include:

1. Information regarding the name of new agent, incase of change of agent.
2. ----- (Here specify in detail manufacturer's responsibilities)

The services to be rendered by M/s-----are as under

1. -----

2. -----

(Here specify the services to be rendered by the agent)

Yours faithfully,

(Signature & Name of manufacturer)
with address and seal

NOTE: This letter of authorization should be on the letter head of the manufacturing concern and should be signed by a person competent and having the Authorization to issue said certificate on behalf of the manufacturing firm. The said certificate should also bear the signature of participating tenderer as a witness.

ANNEXURE - VII
UNDERTAKING

Date of Opening:

Item No.

Name of Item

To,

Medical Superintendent,
ESIC Hospital, Adityapur, Jamshedpur.

Sir,

1. The undersigned certifies that I have gone through the terms and conditions mentioned in the tender document including annexure and undertake to comply with them. The rates quoted by me/us are valid and binding on me/us for acceptance for the period of one year from date of opening of tender.

2. It is certified that rate quoted are the lowest quoted for any institution/Hospital in India.

3. Earnest money deposited by me/us viz Rs._____ in the form Demand Draft/Banker's Cheque in favour of ESI Fund Account No.1 New Delhi is attached herewith and shall remain in custody of the Medical Superintendent, ESIC Hospital, Adityapur, Jamshedpur. As per SI No 3 of terms and conditions.

4. (A) I/We give the rights to Medical Superintendent, ESIC Hospital, Adityapur, Jamshedpur. To forfeit the Security Money deposited by me/us if any delay occur on my/agent's part or fails to supply the article at the appointed place and time and of the desired specification.

(B) I/we undertake that I/we will be in position to provide annual Maintenance contract and comprehensive Maintenance Contract (AMC and CMC) , Spare Parts, and consumables for 5 years after completion of guarantee/warranty period .I/we also undertake to keep the equipment in running order throughout the year under warranty/guarantee/ AMC/CMC and in case of equipment going out of order, the fault will be attended within 24 hours of lodging the complaint. The firm shall ensure the machine is set right within 7 days of intimation. However the tenderer have to arrange similar equipment as a stand by at his cost and risk in case of breakdown of machine is not set in working condition. Failing which, a penalty of 0.25% of the total cost of the equipment per day for the period equipment remains out of order be levied on me/us.

5. There is no vigilance/CBI case or court case pending against the firm/supplier. Our firm/company is also not BLACK LISTED by Govt/Public/Pvt agency.

6. On Inspection if any article is found not as per supply order, it shall be replaced by me/us in time as asked for, to prevent any inconvenience at my /our own expenses

7. I/we hereby undertake to supply the items as per specifications and directions given in supply order within the stipulated period.

8. I/we undertake to provide guarantee/warranty as mentioned in specifications from the date of satisfactory installation and inspection. I also undertake that I will maintain the equipment during this period and replace the defected parts free of cost, if necessary.

9. The taxes quoted in price bid is as per Act/Law/Rule/Regulation applicable to the tendered equipment.

10. I/we understand that Medical Superintendent, ESIC Hospital, Adityapur, Jamshedpur., has the right to accept or reject any or all the tenders without assigning any reasons (s) thereof.

11. The rate quoted in Financial Bid is unconditional and valid for 3 month from date of opening of the bid.

12.This is to certify that my/our company/firm is authorized_____ (manufactures/dealers) of tendered equipment.(Authorization letter as per ANNEXURE-VI to be enclosed)

13. This is to certify that spare parts will be available for 5 year, after expiry of warranty.

14. Name address of service center in Jamshedpur/Adityapur.

NAME, SIGNATURE AND ADDRESS OF THE TENDERER WITH RUBBER STAMP

ANNEXURE-VIII

(FINANCIAL BID)

| 1 | 2 | 3 | 4 | 5 | | | 6 | 7 |
|---------|-----------------------|---|----------|---|---|---|-------------------------|--|
| SL No:- | Name of the Equipment | Brief Description of Goods(with make & model) | Quantity | <u>(Price)</u> | | | Total unit rate (a+b+c) | Total Price (in figure & word) Col.4×5 |
| | | | | Unit rate inclusive of all expense excluding VAT & other statutory taxes (a) | Sale tax/VAT if any (%age & value) (b) | Any other statutory taxes(if more pl specified separately) (c) | | |
| 1 | | | | | | | | |
| 2 | | | | | | | | |

Note:-1.The rate quoted is valid for 3 months from date of opening of Technical Bid.

2. Sale tax & other statutory taxes quoted is as per relevant Act, Rule & Regulation.

Date:-
Place:-

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

(Office seal of the tenderer)

