

	<p>ESIC HOSPITAL, ADITYAPUR / क० रा० बि० निगम अस्पताल, आदित्यपुर, (Under Ministry of Labour & Employment, Govt. of India) JAMSHEDPUR, JHARKHAND-831013 / जमशेदपुर झारखण्ड :831013</p> <p>An ISO 9001:2008 Certified Hospital Phone: 0657-2383101; Fax: 0657-2383866</p>	
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Tender No. – 603-U/16/30/12-Med. Equip.-Ortho. Implant

Date:- 14/12/2013

TENDER NOTICE

Sub: - Invitation for empanelment of supplier (Orthopedic Implant).

Sir(s),

The Medical Superintendent, ESIC, Hospital, Adityapur, Jamshedpur invites sealed quotation from eligible supplier for supply of **Orthopedic Implants**.

The tender document containing eligibility criteria and terms and condition can be obtained on payment of **Rs. - 500/- (Rupees Five hundred only) non refundable in the form of DD in favour of ESIC fund A/c No. – 01 payable at SBI Adityapur Bazar branch**, from the office of ‘The Medical Superintendent, ESIC, Hospital, Adityapur, Jamshedpur’ on all working days from **10:00am to 03:00pm (Saturday from 10:00 am to 12:00pm)**. Interested parties may submit sealed tender to the undersigned latest by **6th January 2014 till 2.15 pm** along with **EMD of mention amount in form of DD in favour of ESIC fund A/c No. – 01 payable at SBI Adityapur, Bazar branch**, Jamshedpur.

The tender will be opened on **6th January 2014 at 2.30 pm**. The tender document may also be downloadable from the website www.esic.nic.in. In case tender document is download from website cost of tender document i.e., **Rs. - 500.00 (Non – refundable) in form of DD in form of ESIC fund A/c No. – 01 is to be submitted along with EMD (Any other mode of payment will not be acceptable)**.

Tender Schedule:-

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| <ul style="list-style-type: none"> • Date of issue of tender form • Last date and time of receipt of tender • Date of opening of tender | <p><u>14th Dec.2013 from 10 am.</u></p> <p><u>6th January 2014 till 2.15 pm.</u></p> <p><u>6th January 2014 at 2.30 pm.</u></p> |
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**From: -
The Medical Superintendent,
ESIC Hospital, Adityapur – 01,
Jamshedpur (Jharkhand).**

(Note: -The envelope containing the tender as well as subsequent communication should be addressed and delivered to “The Medical Superintendent”, ESIC Hospital, Adityapur, Near Ashiana Trade centre, Jamshedpur. All communication must be addressed to the officer named above by title and not by name.)

TENDER DOCUMENT AND TERMS & CONDITION:-

Brief Details: -

The tender is being invited for empanelment of supplier for supply Orthopedic Implants from eligible tenderer as per terms and condition attached:-

Date of issue of tender paper:- 14th December 2013 from 10 am.

Last date of submission of tender paper:- 6th January 2014 till 2.15 pm.

Date & time of opening of Tender:- 6th January 2014 at 2.30 pm.

Earnest Money:- (Rs-20,000/-)

Security money:- (Rs-1,00,000/-)

Tender Document Fee:- Rs. 500.00 (Non Refundable)

Expected Value of Purchase:- Rs-10 lakhs

Scope of Work:- Procurement of Orthopedic Implants detailed as ANNEXTURE-III.

(Note:- The expected value of procurement is tentative and purely on estimation and which may increase or decrease as per requirement.)

A. THE ELIGIBILITY CRITERIA:-

1. The tenderer should pay tender document fee of Rs- 500/- (Non refundable)
2. The tenderer should deposit EMD as mentioned.
3. Duly signed original tender document.
4. The tenderer Manufacture/Authorized dealer should be established at least 3 years back (from the date of publish of tender document).
5. The tenderer firm/company/agency/sole proprietor must have sales tax/VAT registration certificate.
6. The tenderer must possess bank A/c in SBI or other nationalized bank.
7. The tenderer should have annual turn over at par or more than the expected value of purchase during last three completed financial year duly certified audited copy of annual report along with profit/loss balance sheet.
8. The supplier must have branch shop/service center in Jamshedpur. The name, address, Phone No., fax no. etc. of the branch/shop/service centre as the case may be) in Jamshedpur within **8 km** from this hospital.

Copy of requisite documents (Dully attested in case of photocopy) in support of above mentioned eligibility Condition may be enclosed with the tender.

B. GENERAL INSTRUCTION

1. TENDER DOCUMENT FEE:-

The tender document containing eligibility criteria and terms and condition can be obtained on payment of Rs- 500/- (Rupees Five hundred only) non refundable in the form of DD in favour of ESIC fund A/c No. – 01 payable at SBI Adityapur Bazar branch, from the office of ‘The Medical Superintendent, ESIC, Hospital, Adityapur, Jamshedpur’ on all working days from 10:00am to 03:00pm (Saturday from 10:00am to 12:00pm).

The tender will be opened on 6th January 2014 at 2.30 pm . The tender document may also be downloadable from the website www.esic.nic.in . In case tender document is download from website, cost of tender document i.e., **Rs– 500.00 (Rupees Five hundred only) non - refundable in form of DD in form of ESIC fund A/c No. – 01** is to be submitted along with **EMD**.

2. **EMD (EARNEST MONEY DEPOSIT):-**

The tenderer shall have to deposit **Rs-20,000/-** in the form of demand-draft, drawn in favour of ESI fund A/c No – 1, payable at SBI, Adityapur bazaar branch as earnest money with their tender. 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.

3. **PREPARATION OF TENDER:-**

- a) The tender form containing the Terms and Condition 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, failing which the tender will be liable for rejection.
- 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 pages must be numbered consecutively, bear the tender number and be fully signed by you. In such cases, reference to the additional pages must be 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.

4. **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 the tender are not fully filled in.
- b) Individuals signed 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’?
 - IV. 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 Attorney duly authorized by all of them or the Manager of the firm should sign the tender and subsequent documents.

5. **SUBMISSION OF TENDER:-**

Tender are requested to submit the under in 03(three) separate envelopes.

The envelope no. (1) Should contain DD of mentioned amount towards EMD drawn in favor of ESIC Fund A/c no. – 01 payable at SBI, Adityapur bazaar branch and the word **“EMD for tender of Empanelment of supplier of Orthopedic Implant”** should be **SUPERSCRIBED** on the top of the envelope. Demand Draft shall be kept in the Envelope No-1.

The envelope no. (2) Should contain technical bid dully filled in annexure - II along with dully signed (on all pages of tender document) as well as self attested (in case of photocopy of document) supportive document . The word/phrase **“Technical Bid for Empanelment of supplier of Orthopedic Implant”** must be **SUPERSCRIBED** on the top of the envelope.

The envelope no. (3) Should contain the price bid Annexure - III and the word/phrase **“Price bid for Empanelment of supplier of Orthopedic Implant”** should be **SUPERSCRIBED** on the top of the envelope.

All the three sealed envelope should also carry the name and address of the tenderer.

All the 03(Three) sealed envelope should be kept in fourth big envelope and “Tender for Empanelment of supplier of Orthopedic Implant” should be SUPERSCRIBED on the top of the

envelope as well as name and address of sender on the bottom of envelope. This Sealed Fourth envelope (Containing the envelope of EMD, Technical bid, Price bid) should be dropped in the tender box place in the office of “The Medical Superintendent, ESIC, Hospital, Adityapur, Jamshedpur by **6th Jan.2014** up to **2.15 pm.**

6. 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.

7. OPENING OF TENDER: -

The EMD envelope shall be opened first, then technical Bid of only those bidder who has submitted demand draft of specified amount towards EMD **in favour of ESIC fund A/c no.- 01 payable at SBI Adityapur, Bazar Branch** shall be opened. The technical bid will be evaluated by Technical Evaluation committee and shortlist the eligible/Technically qualified bidder as per the terms & condition of tender document the price Bid of only those tenderers whose technical bid is fully accepted by the technical evaluation committee shall be opened next on any subsequent day under intimation to qualified parties.

8. VALIDITY OF TENDER :-

The tender should be valid for one year from the date of award of the tender unless short closed before that by the Medical superintendent however, the Medical Superintendent on his discretion can also extend the period for further one year on the same terms & conditions.

9. RESERVATION: -

The M.S., ESIC Hospital, Adityapur reserve the right to reject any or all tenders without assigning any reason whatsoever. Also the Medical Superintendent reserve the right to award any or part or full contract to any successful agency(ies) at its discretion and this will be binding on the tenderer.

C. TERMS & CONDITION: -

a) **SECURITY DEPOSIT: -** On acceptance of the tender, contractor shall within the period specified by the Medical Superintendent, deposit as security of **Rs-1,00,000/-**. The hospital authority shall be entitled to forfeit the security deposit or any part thereof without prejudice to any other remedies provide in the contract or available under the law. The security shall be in the form of Demand Drafts in favour of ESI Fund A/c No -1 payable at SBI Adityapur.

- If contractor fails in fulfilling above mentioned terms and conditions, such failure will constitute a breach of the contract and the MS. ESIC Hospital shall be entitled to make other arrangements at the risk and expense of the contractor.
- On due performance and completion of the contract in all respects, The Security Deposit will be returned to the contractor without any interest on presentation of satisfactory performance report from the user unit. Security Deposit will be forfeited in cases of Unsatisfactory Performance Report.

b) **ACCEPTANCE OF TENDER (PRICES): -**

- The price quoted must be net per unit shown F.O.R destination in the schedule inclusive of all packing and delivery charges. Refunds on account of returnable packages (if any) are to be separately specified. Prices and fund must be clearly shown in figures and words in Indian Currency.

- Tenderers should clearly specify whether price quoted are inclusive of VAT/sales tax or not. Where no specific mention is made of VAT/sales tax or other prices will be deemed to be inclusive of sales tax and other duties.
 - Successful tenderers shall not be entitled to any hike in price for any reason other than to compensate the increase in statutory levies during the period of contract. The tenderer is liable to pass out the benefit of decrease/abolition of statutory levies to the ESI Corporation during the period of the contract.
 - Quotations qualified by such vague and indefinite expression such as “subject to immediate acceptance” or “subject to prior sale” etc will not be considered.
 - When price are quoted in contract as being subject to confirmation by the makers/manufacturers. The contractor shall be paid at the price mentioned in the contract.
- c) **INSPECTION OF STORES/WORKS:-** Supplies shall be accepted/work shall be certified as completed subject to inspection by Medical Superintendent, ESIC Hospital, Adityapur 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, Adityapur shall be final and legally binding. The rejected store shall be returned to the suppliers at their risks and cost.
- E) **RESPONSIBILITY OF 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.
 - 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, MS be entitled to place the contract elsewhere on contractors account his risk and the contractor shall be liable for any loss or damage, which the MS, ESIC Hospital, Adityapur may sustain in consequence or arising out of such replacing of the contract.
 - The contractor shall give 03(three) months prior notice before discontinuation of the services.
 - The contractor will maintain sufficient stock of the standard quality of implants at all times to avoid inconvenience to ESI Beneficiaries.
 - Indents are to be accepted form O.T./Orthopedic Department duly signed by the **H.O.D. of Orthopedic Department/or his representative** and Medical Superintendent of the hospital and all the supply shall be executed within stipulated time without any fail. Failure to execution of supply shall be treated as ‘Non Compliance’ and ‘Breach of Contract’ for which penalty will be imposed according to penalty clause mentioned in Risk Purchase.

F) **DELIVERY TERMS:-**

- I. The delivery of the stores/execution of work/providing the services etc., is required within a period as specified below and as the place mentioned therein.
- II. The tenderer shall deliver the stores at OT to the consignee in good order (of which the Medical Superintendent, ESIC Hospital, Adityapur shall be sole judge) within the limits of the time the Medical Superintendent may deem reasonable and specify and in such quantity or quantities as may be ordered by him from time to time.
- III. The time for and the date of delivery of the stores stipulated in the schedule shall be deemed to be the essence of contract and delivery must be completed not later than the date(s) specified.
- IV. **Special terms and condition of delivery:-**
 - The supply of Ortho. Implant shall be within 12-24 hour and implant should be supply in OT before 2 P.M. one day before posted of surgery.
 - Bill will be processed only for used Ortho. Implant after verification Ortho. Department.
 - Ortho. Implant order will be tentative.
 - Ensure the supply of Ortho. Implant with proper size for the operation.

- For replacement and spinal surgery information will be provided earliest within 48-72 hour.
- Instrument which are required for Ortho. Surgery will not be chargeable and party will take away after completion of Ortho. Surgery.
- For any issue regarding implant Ortho in-charge decision will be final.
- Bill for the implant should be submitted within 72 Hour after surgery.
- If the case is referred due to failure of supply, the cost of referral treatment for that case will be borne by the empanelled party.
- For any increase in rate for implant prior intimation and approval from Ortho. In-Charge and Medical Superintendent will be necessary.

But if the delay shall have arisen from any cause, such as , lockouts, fire, accident, riots etc., which the Medical Superintendent, ESIC Hospital, Adityapur may admit it as reasonable ground for further time and the Medical Superintendent may allow such additional time required by circumstances of the case.

G) DELIVERY OF SUPPLY ORDER:-

- a. The approved tenderer and/or their authorized representative(s) will visit OT/Orthopedic department 1-2 day(s) before posting of operation. **The participating tenderer must have a branch of his shop within 8 km of the hospital. Emergency orders may be placed by the causality Medical officer under his signature and seal.**
- b. After obtaining the order as specified in clause above, the approved tenderer and/or their authorized representative(s) shall supply the materials as per order to Operation Theater of this hospital as per special terms and condition mentioned herein before.
- c. The tenderer or his representative should be available / approachable for 24 hrs over phone for supply of Ortho. Implant. In case of any emergency requirement, if the order is placed for any item any time, the requisition item shall have to supply immediately. The contact telephone number and mobile number must be provided to the hospital authority for such purpose.
- d. The Implant to be supplied will be of standard quality. **In case, it is found that any particular is substandard or spurious, the supplier will be liable to be black-listed for a period of 5 years for future participation in any ESI tender. Besides any other legal actions as deemed fit will be taken.**
- e. **All challan as well as the bills are to be submitted strictly in triplicate.** Bill should be pre-receipted with application of revenue stamp wherever necessary. Care should be taken to submit the challans and bills duly completed and without any errors to prevent rejection/cancellation/delay in their processing of bills. It should be received in favour of M.S. ESIC Hospital, Adityapur.

H) RECOVERY OF SUM 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 of the total sum to be recoverable, as the case may 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 of 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.

I) RISK PURCHASE: -

In case of failure to supply all items as per requisition/purchase order/specification/prescribed brand of item or failure to turn up to collect the orders from the hospital, it shall be treated as ‘non-compliance’ and ‘breach of contract’ and the order in part or full shall be arranged from alternative source(s) at the discretion of the hospital authority (Medical Superintendent) and the difference in prices will be realized from the tenderer with whom contract is made by way of any of his subsequent/pending bills or security deposit.

- For 1st breach of such contract a penalty of Rs-5000/- will be imposed apart from recovery of to total amount incurred in supplying the same items from alternative source.
- For 2nd repeated default a penalty of 10000/- will be imposed apart from recovery of to total amount incurred in supplying the same items from alternative source.
- For 3rd such default the agency shall be black listed for 5 years for future participation in any ESI tender.

If any such case/patient is referred to tie up institution due to non supply of item as mention in the contract agreement, the amount incurred in treatment of case/patient shall be recovered from the vendor/ contractor.

J) VALIDITY OF TENDER: -Tender shall be valid for one year from the date of award of the tender unless short closed before that by the Medical Superintendent. However, the Medical Superintendent on his discretion can also extend the period as required on the same terms & condition.

K) ACCEPTANCE: - On finalization of the tender supplier will be communicated by a letter of offer. In case supplier is willing to accept the offer he may submit the letter of acceptance and enter into the agreement with ESIC as per terms and conditions of the contract.

L) ARBITRATION: - In case of any dispute (between the purchaser and the supplier) arising under the contract or in regard to the interpretation of the terms and conditions of the contract, decision of the MS or any other officer nominated by him to act as arbitrator in the dispute, shall be final and binding on both parties of this contract. In case of disputes all the legal matters will be settled under the jurisdiction of the Courts of Jamshedpur, Jharkhand.

M) DOCUMENTS:- The contractor will submit the following documents along with the tender:

- i. Latest sales tax/VAT registration certificate.
- ii. Name & Addresses of their Bankers for cheque/ECS purposes.
- iii. The tenderer Manufacture/Authorized dealer should be established at least 3 years back (from the date of publish of tender document) supportive document relevant to this.
- iv. Audited Annual turnover at par or more than the expected value of purchase, duly certified by Chartered Accountant along with profit & loss account and income & expenditure statement of the firm for the last three years.
- v. Each and every page to be signed and stamped by the tenderer.
- vi. Tenderers who do not furnish attested and stamped documents referred above will not be considered.
- vii. Photocopy of Income Tax PAN CARD.

Copy of requisite documents (Dully attested in case of photocopy) in support of above mentioned eligibility

CHEK LIST OF DOCUMENT TO BE ENCLOSED IN TECHNICAL BID

ANNEXTURE – I

1. Whether tender document fee has been paid Yes / No
2. Whether EMD of specified amount submitted in Envelop-01
which is meant for “**EMD for tender of Empanelment of supplier of Ortho. Implant**” Yes / No
3. Whether duly signed original tender document has been enclosed Yes / No
4. Whether undertaking (Annex. – IV) has been enclosed Yes / No
5. Whether Sales tax / VAT registration has been enclosed Yes / No
6. Name & address of their bankers & bank A/c no. for ECS/RTGS purpose
Has been enclosed Yes / No
7. Audited annual turnover of at par or more than expected value of purchase, duly certified by
Chartered Accountant along with profit & loss account and income & expenditure statement of the
firm for the **last three years** has been enclosed Yes / No
8. Authority letter in Annexure- Yes / No

TECHNICAL BID

ANNEXTURE – II

1. Name and address of tenderers/Firm/ :-
Company/Agency etc. with Tel. No.

2. Date of establishment of Firm :-
(Enclosed proof in support)

3. Tender document fee Rs. _____ D.D. No. _____ dt. _____.
4. EMD value(s) Rs. _____ D.D. No(s) _____ dt. _____.
5. Duly signed original tender document (Enclosed).
6. Duly signed undertaking (Enclosed).
7. Sales Tax VAT No. :-
 TIN No. :-
8. Name and address of bank :-
9. Audited annual turnover at par or more than expected value of purchase ,
duly certified by Chartered Accountant along with Profit & Loss account and income &
Expenditure statement of the firm for the **last three years** has been enclosed.
10. Distance of Shop/Service center from ESIC Hospital, Adityapur.
11. Authority Letter (Name of the Company) :-
- 12. Declaration by the bidder**
This is to certify that I/We before signing the tender have read and fully understood all the terms and
condition contained herein and undertake myself/ourselves to abide by them. Enclose duly signed an
undertaking on annexure – IV.

FINANCIAL BID

ANNEXURE- III

The items quoted should be either ISI/CE/FDA approved.

Tenderer must quote the item strictly as per format given below. The tenderer also submit a hard copy of same. Tenderer must submit a copy of quoted items in CD in Excel format and each field must be typed in only one cell/column and one line/row as per example given below:-

1	2	3	4	5	6	7	8	9	10	11	12	13	14
S. No	Item no	Item name	Manufature	Authorized dealer	Specific ation	Brand	Packing	Unit	Rate in figures (in Rs.)	Rate in wards (in Rs.)	Rate per unit (in Rs.)	Tax in %	Devition if any
1	1	AA	BBB	CCCCC			10	1					

1. Each page of the tender form should be numbered. All the papers in tender for must be completely signed and stamped along with terms and conditions.
2. Tender should be typed. The rate should be quoted in figures as well as in words without any overwriting/cutting/erasing. In case any discrepancy in rates in words and figurers are found the rates in words will prevail. Use of white correction fluid is strictly prohibited.
3. Tender should be quoted the rates strictly as per our list of items attached with the tender form mentioning the serial number of item.
4. Deviation in terms and conditions in any form will not be accepted.
5. Catalogues/Detailed literature of the quoted items must be submitted by he tenderer along with the tender document. The tender form should be serially numbered and total number of the enclosures must be mentioned in the covering letter.
6. The tenderer should also submit an undertaking that the quoted items have not been & are not being supplied to any other government organization at the rates lower than being quoted here.

(SIGNATURE OF THE TENDERER)

(OFFICE SEAL)

UNDERTAKING

ANNEXURE - IV

1. I/we undersigned certify that I/we have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
2. 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.
3. The earnest money of Rs. _____ to be deposited by me has been enclosed herewith vide Demand Draft(s) no. _____, Dt. _____ drawn on bank.
4. I/we give the rights to Medical Superintendent to forfeit the security money deposited by me/us if any delay occur on my/agent's part or failed to supply the article within the appointed time of the items of desired quality.
5. There is no vigilance/CBI case/case pending under the Drugs & Cosmetics Act & Rule as well as under Drug price control order/ court case pending against the firm.
6. I hereby undertake to supply the items as per directions given in the tender document/supply order within stipulated period.
7. My/our firm has not been black listed by any private/Govt. organization.

Date : -

Place:-

Signature of the Tenderer

Full name:-

Designation:-

(Office seal of the tenderer)