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ESIC

कर्मचारी राज्य बीमा निगम

Employees' State Insurance Corporation

ESIC Hospital, Sector – 9(A), Gurgaon – 122001.



0124-2255133 T/F

TENDER FOR DENTURE AND CAPPING OF TEETH /BRIDGE WORK

Tender No:- Denture +Capping of teeth

Dated.....

Subject: Invitation to tender and Instructions to Tenderers.

Note: The envelope containing the tender as well as subsequent communications should be addressed and delivered to:

The Medical Superintendent, E.S.I Hospital, Sector – 9(A),
Gurgaon - 122001.

All communications must be addressed to the officer named above by title only and not by name.

From :

The Medical Superintendent,
ESI Hospital,
Sector – 9(A),
Gurgaon - 122001.

To

M/s. _____

Dear Sir,

1. SIGNING OF TENDER

Individuals signing tender or other documents connected with the contract 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 Procuracionem."
- iv. In the case of companies and firms registered under the Indian Partnership Act the capacity in which signing, e.g. Secretary, Manager, Partner etc. or their attorney and produce copy of document, 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.

2. Authority of person signing document:

A person signing the tender Form or any documents forming part of the contract on behalf of another shall be deemed to warrant, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, the Medical Superintendent, ESIC Hospital, Gurgaon (HR), may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.

3. SUBLETTING OF CONTRACT:

The Contractor shall not sublet, transfer or assign the contract or any part thereof without the written permission of **The Medical Superintendent, ESIC Hospital, Gurgaon(HR)**. In the event of the contractor contravening this condition **The Medical Superintendent, ESIC Hospital, Gurgaon(HR)**, 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, Gurgaon(HR)** may sustain in consequence of arising out of such replacing of the contract.

4. ASSISTANCE TO CONTRACTOR:

The Contractor shall not be entitled to assistance from the purchaser either in the procurement of raw materials required for the fulfillment of the contract or in the securing of transport facilities.

5. EARNEST MONEY:

In the event of withdrawal/revocation of tender before the date specified for acceptance, the Earnest Money shall stand forfeited.

6. SECURITY DEPOSIT:

- (a) If the contractor is called upon by **The Medical Superintendent, ESIC Hospital, Gurgaon(HR)** to deposit Security and the contractor fail to deposit the security within period specified, the offer will be invalid and EMD will be forfeited.

6a. 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, if a security/earnest money is taken against the contract. In the event of the security/earnest money being insufficient or if no security/earnest money has been deposited by the contractor, then 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 contractor under this or any other contract with the purchaser anywhere in ESI Corporation. 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.

7. Insolvency and Breach of Contract:

The Medical Superintendent, ESIC Hospital, Gurgaon(HR) may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

- i. If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency Act for the time being in force or shall make any conveyance or assignment of his effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under Partnership Act, or
- ii. If the contractor being a company shall pass a resolution or the courts shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager, or
- iii. If the contractor 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.

8. Arbitration :-

In the event of any question, dispute or difference arising under these conditions or any special conditions of 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 of **The Medical Superintendent, ESIC Hospital, Gurgaon(HR)** or some other person appointed by him. It will be no objection that the arbitrator is a Government servant, that he had to deal with the matter to which the contract relates for that is the course of his duties as a Government 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 the contract:-

- (a) If the arbitrator be **The Medical Superintendent, ESIC Hospital, Gurgaon(HR)**.
 - (i) In the event of his being transferred or 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
 - (ii) In the event of his becoming unable to act, for any reason it shall be lawful for **The Medical Superintendent, ESIC Hospital, Gurgaon(HR)** to appoint another person as arbitrator.
- (b) If the arbitrator be a person appointed by **The Medical Superintendent, ESIC Hospital, Gurgaon(HR)**.

In the event of his dying, neglecting or refusing to act, being unable to act, for any reasons it shall be lawful for **The Medical Superintendent, ESIC Hospital, Gurgaon(HR)** 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, Employees" State Insurance 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 Arbitrator Act, 1940 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitrator proceedings under this clause.

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

The venue of arbitration shall be **The Medical Superintendent, ESIC Hospital, Gurgaon(HR)**.

In this clause the expression " the Director General, Employees' State Insurance Corporation means **The Medical Superintendent, ESIC Hospital, Gurgaon(HR)** ESI Scheme for the time being and includes, of there be no **The Medical Superintendent, ESIC Hospital, Gurgaon(HR)**, the officer who is for the time being the administrative head of the Employees' State Insurance Corporation, whether in addition or otherwise.

For the purpose of the contract including arbitrator proceedings thereunder, **The Medical Superintendent, ESIC Hospital, Gurgaon(HR)** shall be entitled to exercise all the rights and Powers of the purchaser.

9. Fraud and Corruption

The Bidders, Suppliers, Contractors and Consultants, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuit of this;

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, non competitive levels; and
 - (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the procurement process or affect to execution of a contract.

(b) Will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practice in competing for the Contract in question.

**TERMS AND CONDITIONS FOR RATE CONTRACT
FOR DENTURE AND CAPPING OF TEETH/BRIDGE WORK - 2011-2013**

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1. Quotations are invited in two bid system{ (a)Technical Bid and supportive Documents (b)Price bid comprising of prices of items quoted } on behalf of **Medical Superintendent, ESIC Hospital, Gurgaon** for the formation of rate contract for the year (2011-13) for denture and capping of teeth/ bridge work for benefeciries of ESI Dispensaries/Hospitals in **Gurgoan** Scheme.
 - (a) Technical Bid- comprising of
 - i. Tender document completely signed and stamped
 - ii. supportive documents as per tender.
 - iii. EMD in a seprate envelope.
 - iv. List of item quoted without price as per **Table-I**
 - (b) Price bid- comprising of prices of items quoted as per **Table-II**

(Note: All the above mentioned sealed envelopes of Technical Bid,EMD,Price Bid should be kept in one sealed envelope which should be submitted at **ESIC Hospital, Gurgaon**)
2. Tender document can be obtained from the Office of **Deputy Director (Admn.), ESIC Hospital, Sector – 9(A), Gurgaon** on any working day between 10.00AM to 1.00 PM upto **21.06.2011** against the payment of Rs.200/- (**Rs. Two Hundred Only**) in the form of Demand Draft in favour of **ESIC Fund Account-No1**. Payable at **Gurgaon**.
3. Specifications in respect of dentureand capping of teeth/bridge work exists at Annexure “A” & Terms and conditions –Annexure ”B”.
4. Tender document can be downloaded from ESIC Website www.esic.nic.in
5. Those downloading the tender document from website should submit **Rs 200/-(Rs. Two Hundred Only)** in the form of Demand Draft in favour of **ESIC Fund Account No.1** Payable at **Gurgaon** along with tender documents.
6. Tender should reach this office by 1.00 P.M. on **23.06.2011** and will be opened at 2.30 P.M on the same day. If **23.06.2011** is declared a holiday ,tenders will be opened on the next working day at same time.Tenders received late will not be considered.
7. Earnest Money of **Rs.50,000/- (Rupees Fifty Thousand Only)** must be deposited either through Banker's cheque or D.D in favour of "**ESIC fund Account No.1**" payable at **Gurgaon**. Tenders without EMD will not be considered.
8. The tenderer should also submit an undertaking on letterhead duly stamped and signed along with date that the terms and conditions of the tender are acceptable in complete.
9. The Rate Contract will be valid for **two years** from the date of finalisation of the tender.The duration of said contract may be extended if **Medical Superintendent, ESIC Hospital, Gurgaon** desires so at the same terms and conditions.
10. Tender should be typed. The rates should be quoted in figures as well as in words. In case of any discrepancy in words and figures, that item will not be considered.
11. Deviation in terms and conditions in any form will not be acceptable at any stage.
12. The tenderer should also submit an undertaking on letter head duly signed and stamped along with date that the rates quoted for procedures for capping of teeth/ bridge work and Dentures are not being charged to any other organisation at a rate lower than being quoted here.

13. The tenderer should submit an Undertaking on letter head duly signed and stamped along with date that the firm is not blacklisted in any Govt. Organisation/Institution.
14. Any complaint in capping of teeth and Denture should be rendered by the empanelled dental surgeon free of cost for at least two years after delivering services to the patient.
15. In case selected, EMD of successful tenderer will be kept as Security Money which will be released after two years of the Expiry of rate contract.
16. EMD of unsuccessful tenderer will be returned after the finalisation of the contract against specific request for the same.
- 16a. EMD of unsuccessful tenderer will be returned to them at the earliest within 10 days of the finalization of tender by e-mode without interest subjective to amount credited in ESIC account.
17. EMD of the firm will be forfeited in case the firm does not accept the offer after finalisation of tender.
18. The empanelled treating dental surgeon should be registered with the Dental Council of India. (Attach proof of valid registration)
19. Sample of the quoted items must be submitted by the eligible tenderer as and when informed by **Medical Superintendent, ESIC Hospital, Gurgaon**, within ten days from the date of issue of the letter for evaluation.
20. Facility of the Dentist who have applied will be inspected by technical committee.
21. The Tenderer will honour the reference slip issued by the MS office of the concerned hospital.
22. Payment terms – A, All the bills are to be submitted to Medical Superintendent office at the end of the month in the concerned MS office after verification of the procedure done by the referring doctor on prescribed perfoma i.e. Annexure-C. in duplicate.
 - (b) All the payment would be made within 10 days of submitting the bills and by ECS/RTGS/NEFT/CBT. Therefore, The tenderrer should submit the bank details as per the format attached at annex-D.
23. All the papers in tender form must be completely signed alongwith terms and conditions.
24. Government levies if any,may be mentioned separately.
25. Specifications for denture and capping of teeth/ bridge work exist in annexure “A” and annexure “B”.
26. IF ANY OF THE DOCUMENT MENTIONED ABOVE IN THE CHECK LIST IS NOT ATTACHED BY THE TENDERER IN TECHNICAL BID THE TENDER SHALL BE REJECTED.
27. All the disputes relating to the tender inquiry and rate contract shall be subject to territorial jurisdiction of courts at **Gurgaon** only.
28. The **Medical Superintendent, ESIC Hospital, Gurgaon**, reserves the right to inspect the facility at any point of time during the entire period of the rate contract.
29. The **Medical Superintendent, ESIC Hospital, Gurgaon**, has the right to accept or reject any or all the tenders without assigning any reason /reasons thereof and have the right to place order on one or more firms.

CHECK LIST

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1. EMD.
2. UNDERTAKING ON LETTER HEAD DULY SIGNED AND STAMPED ALONG WITH DATE FOR EACH OF THE FOLLOWING
 - (i) THAT TERMS AND CONDITIONS OF THE TENDER ARE ACCEPTABLE IN COMPLETE
 - (ii) THAT THE FIRM IS NOT BLACK LISTED IN ANY GOVERNMENT ORGANISATION/ INSTITUTION
 - (iii) THAT THE RATES QUOTED FOR PROCEDURES FOR CAPPING OF TEETH /BRIDGE WORK AND DENTURES ARE NOT BEING CHARGED TO ANY OTHER ORGANISATION AT A RATE LOWER THAN BEING QUOTED HERE
 - (iv) THAT I WILL ATTEND TO THE COMPLAINT REGARDING DENTURES SUPPLIED AND CAPPING OF TEETH/BRIDGE WORK DONE BY ME TO THE PATIENTS SATISFACTORILY FREE OF COST FOR AT LEAST TWO YEARS AFTER DELIVERING THE DENTURES AND PROCEDURE DONE FOR CAPPING OF TEETH/BRIDGE WORK TO THE PATIENT.
3. PROOF OF VALID REGISTRATION WITH DENTAL COUNCIL OF INDIA FOR BOTH DENTAL SURGEONS.

Note: IF ANY OF THE DOCUMENT MENTIONED ABOVE IN THE CHECK LIST IS NOT ATTACHED BY THE TENDERER IN TECHNICAL BID THE TENDER SHALL BE SUMMARILY REJECTED.
MEDICAL SUPERINTENDENT, E.S.I.C. HOSPITAL, GURGAON.

ANNEXURE - A

SPECIFICATIONS OF THE DENTURE

TO BE PROVIDED

- i) Complete denture
- ii) Partial Denture

The denture material should consist of heat cure High Impact Resin fibre of modified veined type acrylic material which gives the tinge of the underlying and adjacent mucosa.

There should be no porosity present in the denture.

Teeth should be of standard quality. It should be of good quality resin and teeth should be available in all sizes, shapes and shades with proper anatomical contouring.

SPECIFICATION OF CAPPING OF TEETH/BRIDGE WORK(2011-13)
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1. The need for the crown/bridge to be discerned by the referring Dentist.
2. Cutting/preparation of crown and bridge work will be performed by the qualified Dentist of the empanelled centre.
3. The Impression material for the crown/bridge will be rubber base material and casting in the Dye stone material.
4. Crowns to be madeup of Acrylic/procelain/Nickel-Chrome Cobalt as need to be and by the advice and consent of the referring Dentist.
5. In case of Porcelain - VITA SHADED to be used.

Annexure – B

TERMS AND CONDITIONS

1. The treating Dental Surgeon of the empanelled clinic must be registered with Dental Council of India.
2. The treating Dental Surgeon of the empanelled clinic must have at least 5 years working experience.
3. Any complaint regarding crown and bridge must be rendered by the empanelled clinic free of cost. Any Change with respect to facilities as well as in Dental Surgeon should be intimated within one month.
4. The Dental clinics must have minimum of Two Dental Chairs alongwith with two qualified Dental Surgeons registered with Dental Council of India with adequate Facilities.
5. Clinic should preferably be located in Gurgaon.

ANNEXURE-“C”

DENTAL TREATMENT PERFORMA

NAME OF IP/IW _____

NAME OF PATIENT _____ RELATION _____

INSURANCE NO. _____ DISPENSARY _____

DATE OF REFERRAL _____

S. No.	Date of visit of the Patient	Signature of Beneficiary	Signature of Treating Doctor	Procedure/Treatment
1.				
2.				
3.				
4.				
5.				

DATE OF COMPLETION OF PROCEDURE _____

I HERE BY CERTIFY THAT THE ABOVE MENTIONED WORK HAS BEEN COMPLETED AS PER PRESCRIPTION FROM ESI HOSPITAL, GURGAON ON DATED _____.

IN CASE OF ANY COMPLAINT IN ABOVE PROCEDURE / PROSTHESIS SERVICES WILL BE RENDERED BY ME FREE OF COST FOR A PERIOD OF TWO YEARS FROM THE DATE OF COMPLETION OF PROCEDURE/PROSTHESIS.

**SIGNATURE OF TREATING
DENTIST WITH STAMP**

MY TREATMENT OF DENTURE/CAPPING HAS BEEN COMPLETED.

SIGNATURE OF INSURED PERSON

TABLE - I
TECHNICAL BID

S. No.	Procedure:	Quoted (Y/N)	Deviation if any
1	For Removable denture		
	(i) Complete denture		
	(ii) Partial denture		
	For first tooth		
	For additional teeth		
2	For Capping of teeth/Bridge work		
	(i) Acrylic cap per unit		
	(ii) Porcelain cap/bridge work		
	(iii) Nickle chrome cobalt cap		

TABLE - II**PRICE BID**

S. No.	Procedure:	Quoted (Y/N)	Deviation if any
1	For Removable denture		
	(iii) Complete denture		
	(iv) Partial denture		
	For first tooth		
	For additional teeth		
2	For Capping of teeth/Bridge work		
	(iv) Acrylic cap per unit		
	(v) Porcelain cap/bridge work		
	(vi) Nickle chrome cobalt cap		

MODEL MANDATE FORM
BENEFICIARY'S CUSTOMER'S OPTION TO RECEIVE PAYMENTS
THROUGH E-PAYMENT

Beneficiary Name :

Beneficiary Address :

Beneficiary Account No. :

Account type (S.B. Account/Current Account
for cash credit) with code 10/11/13 :

9 Digit code number of the Bank & branch
Appearing on the MICR cheque issued by
the Bank (if available) :

Bank Name :

Branch Name :

Address :

Telephone No. :

IFSC (Indian financial service code) :

Photocopy of cancelled cheque to confirm
correctness of IFSC code and Account No.
Given in C & H :

I hereby declare that the particular given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information given by me as above, I would not hold the user institution responsible.

(_____)

Signature of the Beneficiary/Customer)

Certified that the particulars furnished above are correct as per our records.

Stamp

(_____)

Signature of the Authorised/Official)