



कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एस ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001  
BHARAT NAGAR, LUDHIANA-141001  
E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

☎ 0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

## RE- TENDER FOR SUPPLY OF GROCERY DIET ITEMS IN HOSPITAL KITCHEN.

***NAME OF WORK:*** RE-TENDER FOR SUPPLY OF GROCERY DIET ITEMS FOR HOSPITAL KITCHEN ESIC MODEL HOSPITAL LUDHIANA ON CONTRACTUAL BASIS FOR A PERIOD OF TWO YEARS.

ONLINE RE-TENDER AVAILABILITY	12.06.2018 TO 04.07.2018 TILL 1.00 PM
LAST DATE & TIME FOR ONLINE SUBMISSION	04.07.2018 till 1.00 pm
DATE & TIME OF ONLINE OPENING	04.07.2018 by 2.30 pm.
EMD AMOUNT	50,000/-
PRE BID MEETING	25.06.2018 by 2.30 p.m.



कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एस ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001

BHARAT NAGAR, LUDHIANA-141001

E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

**File No. 122-D-40/27/3/15- Kitchen**

### INDEX

SR. NO	DESCRIPTION	PAGE NO.
1.	Notice inviting RE-TENDER	3-4
2.	Important Guidelines for the re-tenderers	5
3.	Instructions for Bidders	6
4.	Terms and condition of contract (Annexure 1)	7-8
5.	Technical Bid Form (Annexure II)	09-10
6.	Checklist (Annexure III)	11-12
7.	Undertaking (Annexure IV)	13
8.	Experience Certificate (Annexure V)	14
9	Declaration (Annexure- VI)	15
10.	Integrity Pact (Annexure-VII)	16-23
11.	Copy of draft of agreement (Annexure VIII)	24-26
12.	Financial Bid (Annexure A)	27-28



कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एन ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001

BHARAT NAGAR, LUDHIANA-141001

E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

## **NOTICE INVITING RE-TENDER (NIT)**

File No. 122-D-40/27/3/15-Kitchen

Dated:

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject: Re-Tender for supply of Grocery diet items in hospital kitchen, ESIC Model Hospital, Ludhiana on contractual basis.**

Dear Sir (s),

With reference to the Advertisement appearing in the various online portals [www.esichospitals.gov.in](http://www.esichospitals.gov.in), [www.esic.nic.in](http://www.esic.nic.in), <https://esictenders.eproc.in/> and through other portal on above subject, I am directed to inform you as follows:-

1. That the Re-Tender forms duly filled in with sign and stamp of authorised signatory will be accepted by this office online up to 1 PM on **04.07.2018** along with Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees fifty thousand only) in form of a crossed/Account Payee Demand Draft or Banker Cheque drawn from any Scheduled Commercial Bank, payable at Ludhiana in favour of the ESI Fund Account No. 1.
2. Please note that tender form not accompanied with requisite EMD, will be rejected out rightly without assigning any reason thereof or entertaining any correspondence. The EMD with earlier tender, if any will not be adjusted against this tender.
3. The EMD of unsuccessful tenderers will be refunded without accrual of any interest, within the stipulated time limit. Such tenderers are advised to submit pre-receipt along with application for refund of EMD.
4. Re-tender form can be downloaded from our website [www.esichospitals.gov.in](http://www.esichospitals.gov.in).
5. Technical bids will be opened online on **04.07.2018** at 2.30 p.m in presence of tenderers/representatives of the tenderers, who wish to be present at that time. In case of representatives of the tenderers, a duly signed authority letter must be produced by them in this regard at the time of opening of tender. The name and address of the representative who would be present at the time of opening of the tender on behalf of the tenderer should also be indicated in the Re-tender.
6. In case, the above date is declared a holiday, the tender will be opened on next working day.



कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एन ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001

BHARAT NAGAR, LUDHIANA-141001

E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

7. The interested bidders should upload scanned tender documents i.e. technical bid, price bid and tender forms along with scanned copies of all the relevant documents, certificates etc. in support of their technical bid and price bids duly signed by authorised person on each and every page on <http://esictenders.eproc.in> latest by **04.07.2018** up to 1.00 p.m. .
8. Bidders should also drop a sealed single envelope containing original EMD superscribed as “EMD OF TENDER FOR GROCERY DIET ITEMS FOR HOSPITAL KITCHEN”
9. Sealed tender box for this purpose will be placed in the chamber of Deputy Medical Superintendent, IInd Floor, ESIC Model Hospital, Bharat Nagar, Ludhiana 141001
10. Quotation having vague and indefinite expressions such as 'subject to immediate acceptance' etc. will not be considered.
11. ESIC Model Hospital, Ludhiana does not pledge itself to accept the lowest or any re-tender and reserves with itself the right of accepting the whole or part of E- tender and the tenderer shall be bound to supply the same at the quoted rate.
12. The formal offer letter for acceptance of the award of the contract will be forwarded to the successful bidder as soon as possible, and the instructions contained in the offer letter must be acted upon immediately by the successful bidder within fixed time period. In case, the successful bidder fails to comply with the instructions contained in the offer letter or fails to provide service within stipulated time, the offer of award of contract will be treated as cancelled and in such an eventuality the contract will be offered to the next party and the EMD so deposited will be forfeited.
13. The successful bidders will upon receipt of offer letter from Medical Superintendent, submit an acceptance letter to the Medical Superintendent, ESIC Model Hospital, Ludhiana, conveying his/her acceptance of the terms and conditions and the rates/price. The receipt of this letter by Medical Superintendent will conclude the contract. The successful tenderer will execute an agreement on above subject within the fixed time period as may be specified by the Medical Superintendent.

Yours faithfully

**MEDICAL SUPERINTENDENT**



कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एस ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001

BHARAT NAGAR, LUDHIANA-141001

E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

**IMPORTANT INSTRUCTIONS FOR BIDDERS REGARDING ONLINE PAYMENT &  
DIGITAL SIGNATURE**

All bidders/contractors are required to procure Class-IIIB Digital Signature Certificate (DSC) with Both DSC Components i.e. Signing & Encryption to participate in the E-Tenders.

Bidder should get Registered at <https://esictenders.eproc.in>.

Bidders should add the below mentioned sites under Internet Explorer→Tools→Internet options→Security→Trusted Sites→Sites of Internet Explorer.

<http://esictenders.eproc.in>  
<http://www.tpsl-india.in>  
<http://www4.ipg-online.com>

Also, bidders need to select “Use TLS 1.1 and Use 1.2” under Internet Explorer→Tools→Internet Options→Advanced Tab→Security.

Bidder needs to submit Bid Processing fee charges of Rs. 2495/- (non refundable) in favour of M/s C1 India Pvt. Ltd. Payable at New Delhi via online Payment Modes Such as Credit Card, Debit Card or NetBanking for participating in the Tender.

Bidders can contact our Helpdesk at

<http://esictenders.eproc.in/html/support.asp>



कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एस ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001

BHARAT NAGAR, LUDHIANA-141001

E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

## **INSTRUCTIONS TO BIDDERS**

- a) The interested bidders should upload tender documents i.e. the technical bid, price and tender forms along with scanned copies of following documents in support of their technical and price bids duly signed and stamped by authorised person on each an every page on the <http://esictenders.eproc.in> latest by **04.07.2018** up to 1.00 p.m.
- 1) Income tax returns, balance sheets & Profit and loss A/c for the last three financial years i.e. 2014-15, 2015-16, 2016-17.
  - 2) Proof of EMD (Scanned copy of Demand Draft).
  - 3) Satisfactory work completion certificate in support of the bidder claim that the company/firm/agency has been/was engaged in supply of Grocery diet items to the Reputed Government or private hospital/ Government office, Government or Private Canteen in India for at least three years, during last five years, from the date of publication of advertisement. (Annexure-V)
  - 4) PAN card
  - 5) Copy of GST Registration
  - 6) Copy of Declaration (Annexure VI)
  - 7) Authority letter to sign tender documents (If signed by person other than owner, Partner, Managing Director).
  - 8) Copy of Undertaking on notarized affidavit on Non Judicial stamp paper of value Rs. 100/- showing that the agency has not been blacklisted by any of the Govt. Department or by any institution (Annexure IV).
  - 9) Copy of Integrity Pact as (Annexure no VII).
- b) Overwriting/Cutting must be avoided.
  - c) Financial Bid of only those parties shall be opened, who are declared technically qualified by the tender committee.
  - d) Tenderer must have experience of at least three years during the last five from the date of publication of advertisement for supply of grocery items to some govt. or semi govt. or any reputed organization or hospital with satisfactory report.
  - e) Unsuccessful tenderer will not be informed of the result of the tender.
  - f) Rates must be quoted in original Performa i.e. Annexure–A supplied with the tender documents.
  - g) Medical Superintendent reserves the right to accept the lowest or any tender or accept the whole or part of tender and also the right to cancel the contract at any time without assigning any reasons thereof.



## ANNEXURE I

### TERMS AND CONDITIONS OF CONTRACT

1. The contract shall be valid for a period of two years from the date of signing of an agreement. It can be extended further up to one year (for two times only) on mutual consent at the sole discretion of the Medical Superintendent, ESIC Model Hospital, Ludhiana at the same rates, terms and conditions, after taking into consideration various factors governing such extension including performance of the contractor. MS may increase the quoted rate to the extent of 10%, after two years of the contract period, if he/she is satisfied that there has been steep increase in prices of diet items. Decision of the Medical Superintendent in this regard shall be binding on the contractor.
2. The successful bidders shall have to deposit a performance security @ 5% of total value of the contract (i.e. 5% of approximately Rs. 2500000/-) in the form of crossed payee Demand Draft drawn in favor of ESI Fund A/c No.1, payable at Ludhiana, before signing of contract, which shall be refunded without accrual of interest, within 60 days of the expiry of the contract, (if the contract is not extended) . In case the contract is discontinued prematurely, the Security Money so deposited shall be forfeited and no correspondence in this regard will be entertained.
3. The all items must be of good, hygienic and standard quality, which will be adhered to strictly by the contractor.
4. All the supplies will be delivered at the Hospital's Kitchen Store and no transportation charges (cartage), in any form whatsoever, will be paid extra.
5. Date & time of delivery will be decided by authorized representative of Medical Superintendent, ESIC Model Hospital, Ludhiana.
6. The goods (grocery diet items) supplied must be in proper packing and should have complete information in all respect i.e. Price, Batch No, Mfg date and Expiry Date etc. with statutory details, if applicable.
7. In case of non supply/partial supply within the prescribed time slot, the Hospital may purchase the same from the open market and extra expenditure so incurred due to rate difference plus transportation/cartage etc will be deducted from the present or subsequent bills of the Contractor and also the penalty of Rs.1000/-(Rs. one thousand only) per day of partial supply/non supply will be imposed on contractor.
8. Signed & dated challan(s) showing items name, quantity, price and amount must be submitted for each supply and receipt of the same must be obtained on his own copy from authorized official at the time of supply.
9. In case of non supply/Partial supply due to some unavoidable circumstances prior intimation will be given by the contractor to the Hospital authorities and this will be dealt with in accordance with terms and conditions as laid down at Serial No. 7 above.



कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एन ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001

BHARAT NAGAR, LUDHIANA-141001

E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

10. The rates of items quoted shall be inclusive of GST and all local taxes and other applicable taxes etc, if any and also inclusive of packing and delivery charges, if applicable.
11. If the supplied material is not found as per laid down standard the same will be returned without assigning any reasons and replacement would be made on the same day with in required time period by the contractor.
12. If the Hospital authorities are not satisfied with the quality of supply and services then, the contract shall be issued a notice for improving the service and quality with in 10 days. If in case he/she fails to improve service and quality then contract shall be terminated with one month notice and security money will be forfeited.
13. In the situations as mentioned at Serial No.7, 11 & 12 above, the decision of the Hospital authorities will be final and binding.
14. The items will be supplied by the contractor with credit facility for 30 days and at the end of each calendar month, the contractor will present a pre receipted bill in triplicate showing date wise supply made by him and amount due.
15. The supply shall be made by the contractor in the premises of the Kitchen Stores or at any other place as instructed by the authorized representative of the Medical Superintendent on all days of supply.
16. Demand of the grocery diet items can be increased or decreased at any time depending upon the situation.
17. Material supplied by the vendor would be subject to inspection by the Hospital Official. If rejected, then no payment would be made in respect of that rejected item & quantity without assigning any reason.
18. The awardee of the contract shall at all times, indemnify and will keep indemnified ESIC Model Hospital, Ludhiana against all suits, claims, actions and demands brought or made against in respect of anything done or purported to be done by the Hospital in execution or in connection with the services under the agreement and against any loss or damage to ESIC in consequences to any action or suit being brought against the ESIC.
19. All disputes arising out of or in connection with the contract shall be settled by the sole arbitration of the Medical Superintendent or a person duly authorized by him on his behalf and his decision will be final and binding and it will be subjected to Ludhiana court only.





कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एन ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001  
BHARAT NAGAR, LUDHIANA-141001  
E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

ANNEXURE-II

**(TECHNICAL BID)**

**TENDER FOR SUPPLY OF GROCERY DIET ITEMS IN ESIC MODEL HOSPITAL, BHARAT NAGAR, LUDHIANA.**

**GENERAL PARTICULARS**

1. Name of Firm/Party	
2. Address (Attach proof)	
	<b>PIN CODE NO.-----</b>
3. Whether Proprietorship/ Partnership (Attach proof)	
4. Telephone/Mobile No./ E-Mail ID.	-----
5. Pan Card No. (Attach photo copy)	
6. Income tax returns, balance sheets & profit & loss A/c for the last three financial Years i.e. 2014-15, 2015-16, 2016-17. (Attach copy)	
7. Proof of business or Trade License No. (Attach copy).	
8. Bank account details:-Bank name, branch address, branch code, A/C No., IFSC/RTGS Code No. (where the tenderer has its functional bank account) and GST registration No.	
9. Experience as per point no 3 of instructions to bidder (Attach proof thereof). Annexure V	
10. Aadhar card no. (Attach Copy).	

(All attached copies must be signed and stamped by the bidders on each page)



कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एस ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001

BHARAT NAGAR, LUDHIANA-141001

E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

It is certified that the particulars given above are true to the best of my/our knowledge and belief and I/We have gone through the entire tender documents carefully and have understood terms and conditions of the same and do hereby undertake to abide by the same unconditionally without any reservations on any grounds whatsoever. In case of any breach of the said conditions I/We shall be responsible for the consequences of the same.

Date /2018

Signature & stamp

### **IMPORTANT GUIDELINES**

- In case of Partnership, a copy of the Partnership Deed, duly attested by a Notary Public should be furnished.
- In the case of Partnership firms, where authority to refer disputes concerning the business of the partnership has been conferred upon any partner, the tender and all other related documents must be signed by that partner of the firm.
- A person signing the tender form or any documents forming part of the contract on behalf of the another shall be deemed to be construed that he has authority to sign and if at any point of time, it is found that the person signing has no authority to do so, the purchaser, without prejudice to other civil criminal remedies, will cancel the contract and hold the signatory responsible for all costs and damages.
- Tenders/bids without Earnest Money shall out rightly be rejected.

Signature\_\_\_\_\_



**ANNEXURE III**

**CHECK LIST**

Sr. No	Particular	To be dropped in tender box	To be uploaded
<u>1.</u>	Tender form duly signed and stamped on every page	-NA-	Scanned
<u>2.</u>	Crossed DD/Pay order amounting to Rs. 50000/-in favor of ESI Fund A/c No.1 payable at Ludhiana attached	Original	Scanned
<u>3.</u>	Name of Firm/Party, Address and Telephone No./Mobile no./E-mail ID.	-NA-	Scanned
<u>4.</u>	Whether Proprietorship/Partnership (Attach Proof)	-NA-	Scanned
<u>5.</u>	Duly signed and stamped proof of residence attached copy of anyone of these (Ration Card/Domicile/Registry attached/Aadhar card)	-NA-	Scanned
<u>6.</u>	Duly signed and stamped copies of PAN and GST No. (attached)	-NA-	Scanned
<u>7.</u>	Income tax returns, balance sheets & profit & loss A/c for the last three financial Years i.e. 2014-15, 2015-16, 2016-17. (Attach copy)	-NA-	Scanned
<u>8.</u>	Bank account details:-Bank name, branch address, branch code, A/C No., IFSC/RTGS Code No. (where the tenderer has its functional bank account) and GST registration No.	-NA-	Scanned
<u>9.</u>	A signed undertaking in respect of understanding and abiding of all the terms and conditions of the tender document attached (as per annexure IV)	-NA-	Scanned
<u>10.</u>	Experience certificate (Annexure V)	-NA-	Scanned
<u>11.</u>	Duly signed and stamped declaration (as per annexure VI)	-NA-	Scanned
<u>12.</u>	Duly signed and stamped copy of proof of business centre or trade licence (Municipal corporation receipt/service tax number certificate/copy of partnership deed, etc. attached)	-NA-	Scanned
<u>13.</u>	An integrity Pact ( As per annexureVII)	-NA-	Scanned
<u>14.</u>	Authority letter in the name of person, who will attend the opening of tender bid (in case)	-NA-	Scanned

I/we certify that the information furnished above is true and correct. All terms and conditions governing the tender process are acceptable to us unconditionally and I/we have authority to bid the Re-tender.

Date \_\_\_\_\_/2018  
Place \_\_\_\_\_

Signature \_\_\_\_\_  
(Authorized  
signatory with seal of the Agency/Firm)

**Bidders to ensure that**



कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एस ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001

BHARAT NAGAR, LUDHIANA-141001

E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

☎ 0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

All the above documents are uploaded properly and clearly.

All pages of the tender documents have been signed and stamped by the authorized person except original document uploaded.

Pages have been numbered.

All documents are legible (clearly readable).



कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एस ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001  
BHARAT NAGAR, LUDHIANA-141001  
E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

## ANNEXURE IV

### UNDERTAKING

That I/We, the undersigned hereby certify that I/We have gone through the terms and conditions mentioned in the tender document carefully and have understood the same. I/We undertake to comply with/abide by them unconditionally.

That the rates quoted by me/us are valid and binding upon me/us for the entire period of the contract and extended period, if any.

The EMD is enclosed with the Technical Bid of the tender document.

I/We give the rights to Medical Superintendent to forfeit the EMD deposit by me/us in case of violation of any terms and conditions governing the tender process.

There is no vigilance/CBI case or court case pending against my/our firm/Agency/company as on the date of publishing of Re-tender advertisement.

That my/our firm/agency/company has not been blacklisted debarred by any private or government institute in any way ever.

Date : .....

Signature of the tenderer

Full Name: -

Place : .....

Designation: -

(Office Seal of the tenderer)



कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एस ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001  
BHARAT NAGAR, LUDHIANA-141001  
E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

## **ANNEXURE V**

### **Experience Certificate** **( On the letter head of issuing organization )**

It is certified that M/s-----has supplied grocery diet items to our organization from \_\_\_\_\_ to \_\_\_\_\_ and his/their services have been found to be satisfactory.

Further certified that his/their agency/firm/company has never been black listed and his/their contract has never prematurely been terminated by our department/organization.

Sd/-  
(Competent authority)  
Seal with date  
Phone No.



कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एन ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001

BHARAT NAGAR, LUDHIANA-141001

E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

0161-2772435

0161-2772436

0161-2775539

0161-2403393

FAX- 0161-2774357

## **ANNEXURE VI**

### **DECLARATION**

On non-judiciary stamp paper of RS.50/-

NAME OF WORK:- RE-TENDER FOR SUPPLY OF GROCERY DIET ITEMS IN HOSPITAL KITCHEN, OF ESIC MODEL HOSPITAL, LUDHIANA ON A CONTRACTUAL BASIS.

Dear Sir,

1. I/ we \_\_\_\_\_ hereby submit the tender application for the above mentioned work viz. \_\_\_\_\_

2. I/We hereby declare that I/we have perused and understood the tender document and accept all the terms & conditions, stipulated by the ESIC in connection with the tender for supply of Grocery Items for Kitchen of ESI Model Hospital, Bharat Nagar, Ludhiana.
3. I/we confirm that there is no over-writings and cutting anywhere in the tender documents submitted herewith.
4. Each and every page of the tender document has been numbered and signed by authorised person with seal/stamp of the firm/Agency/Company.
5. Firm/Agency/Company has not been blacklisted /debarred by any government / public sector organization in any way ever.
6. I/we further declare that I/w will comply with all the statutory obligations under the central and States Act.

Date:  
Partner/Director  
Place:

Signature of owner/Managing  
Name:  
Seal:

N.B.: The above declaration, duly signed by the authorized signatory of the company, should be enclosed with Technical tender.



कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एस ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001

BHARAT NAGAR, LUDHIANA-141001

E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

☎ 0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

## Annexure VII

### (INTEGRITY PACT DOCUMENT)

(To be executed on plain paper and signed by the bidders as 2<sup>nd</sup> part before uploading as bid document. ESIC as 1<sup>st</sup> part will sign this IP at later stage after opening of bids)

### PRE-CONTRACT INTEGRITY PACT

#### General

1. This pre-bid contract agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ the day of the month of \_\_\_\_\_ year 2018, between on one hand of Medical Superintendent, ESIC Model hospital, Ludhiana (hereinafter called the "Buyer" which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the First Part and M/s

\_\_\_\_\_, represented by,  
\_\_\_\_\_, Chief Executive Officer

(hereinafter called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires his successors in office and assigns ) of the Second Part.

WHEREAS the BUYER proposes to procure Supply of Kitchen Diet items and the Bidder/Seller is willing to offer/has offered the services.

2. Whereas the Bidder is a private company/public company/partner-ship/registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the President of India.

#### Objectives

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

3.1 Enabling the Buyer to obtain the desired said services at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and





कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एस ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001

BHARAT NAGAR, LUDHIANA-141001

E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

☎ 0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

3.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

### **Commitments of the Buyer**

4. The Buyer Commits itself to the following: -

4.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

### **Commitments of Bidders**

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following: -



कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एस ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001

☎ 0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

BHARAT NAGAR, LUDHIANA-141001

E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration,

reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Government.

6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/service provider/integrator/owner of the property/authorized agent and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including



कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एस ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001

BHARAT NAGAR, LUDHIANA-141001

E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

☎ 0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

## **7. Previous Transgression**

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public-Sector Enterprise in India or any Government Department in India, that could justify bidder's exclusion from the tender process.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **8. Earnest Money/Security Deposit**

8.1. Every bidder, while submitting commercial bid, shall deposit an amount\* as specified in the tender document as Earnest Money/Security Deposit, with the buyer through any of the following instruments: -

- (i) Bank Draft or a Pay Order in favour of "ESIC Fund Account No. 1.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the D(M)D, ESIC, on demand within three working days without any demur whatsoever and with-out seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment.
- (iii) Any other mode or through any other instrument, as stated in tender document.

8.2. The Earnest Money/Security Deposit shall be valid till the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later.



कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एस ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001

BHARAT NAGAR, LUDHIANA-141001

E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

☎ 0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

8.4 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

8.5 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

## **9. Company Code of Conduct**

9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

## **10. Sanctions for Violation**

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without as-signing any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- (ii) The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at



कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एस ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001

BHARAT NAGAR, LUDHIANA-141001

E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

☎ 0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

2% higher than the LIBOR. If any out-standing payment is due to the Buyer from the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.

(vi) To cancel all or any other Contracts with the Bidder.

(vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.

(viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

(ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender.

Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bid-der.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bid-der. The Bidder shall be liable to pay compensation for any loss or dam-age to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.



कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एस ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001

BHARAT NAGAR, LUDHIANA-141001

E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

☎ 0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

### **11. Fall Clause**

The Bidder undertakes that he has not supplied/is not supplying the similar items/services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India/ institution and if it is found at any stage that the item/service was supplied by the Bidder to any other Ministry/Department of the Government of India/institution at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

### **12. Examination of Books of Accounts**

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

### **13. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. Ludhiana or as decided by the BUYER.

### **14. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

### **15. Validity**

15.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

15.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

15.3 Both the parties signing this integrity pact shall be abided by the provisions of this pact and will follow the guidelines of Independent External Monitors or any other monitoring committee nominated by the competent authority for the purpose at any stage.

16. The Parties hereby sign this Integrity Pact on \_\_\_/\_\_\_/2018.



कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एन ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001

☎ 0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

BHARAT NAGAR, LUDHIANA-141001

E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

MS, ESIC, MH, Ldh Buyer

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

Bidder (2<sup>nd</sup> Part) Seller

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_



कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एस ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001  
BHARAT NAGAR, LUDHIANA-141001  
E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

☎ 0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

## Annexure VIII

### Draft of Agreement

Contract for supply of kitchen grocery diet items to Hospital kitchen.

This agreement made on the day of \_\_\_\_\_ between the Medical Superintendent ESIC Model Hospital Ludhiana (hereinafter called the first party) and \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the second party). The contract for supply of grocery diet items to Hospital Kitchen on the following rates, terms and conditions (as per annexure no 1).

This agreement has come in force w.e.f \_\_\_\_\_ (FN) and shall be valid initially for a period of two years upto \_\_\_\_\_.

### **TERMS AND CONDITIONS OF CONTRACT**

20. The contract shall be valid for a period of two years from the date of signing of an agreement. It can be extended further up to one year (for two times only) on mutual consent at the sole discretion of the Medical Superintendent, ESIC Model Hospital, Ludhiana at the same rates, terms and conditions, after taking into consideration various factors governing such extension including performance of the contractor. MS may increase the quoted rate to the extent of 10%, after two years of the contract period, if he/she is satisfied that there has been steep increase in prices of diet items. Decision of the Medical Superintendent in this regard shall be binding on the contractor.
21. The successful bidders shall have to deposit a performance security @ 5% of total value of the contract (i.e. 5% of approximately Rs. 2500000/-) in the form of crossed payee Demand Draft drawn in favor of ESI Fund A/c No.1, payable at Ludhiana, before signing of contract, which shall be refunded without accrual of interest, within 60 days of the expiry of the contract, (if the contract is not extended) . In case the contract is discontinued prematurely, the Security Money so deposited shall be forfeited and no correspondence in this regard will be entertained.
22. The all items must be of good, hygienic and standard quality, which will be adhered to strictly by the contractor.
23. All the supplies will be delivered at the Hospital's Kitchen Store and no transportation charges (cartage), in any form whatsoever, will be paid extra.
24. Date & time of delivery will be decided by authorized representative of Medical Superintendent, ESIC Model Hospital, Ludhiana.





चिन्ता से मुक्ति

कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एस ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001

BHARAT NAGAR, LUDHIANA-141001

E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

☎ 0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

25. The goods (grocery diet items) supplied must be in proper packing and should have complete information in all respect i.e. Price, Batch No, Mfg date and Expiry Date etc. with statutory details, if applicable.
26. In case of non supply/partial supply within the prescribed time slot, the Hospital may purchase the same from the open market and extra expenditure so incurred due to rate difference plus transportation/cartage etc will be deducted from the present or subsequent bills of the Contractor and also the penalty of Rs.1000/-(Rs. one thousand only) per day of partial supply/non supply will be imposed on contractor.
27. Signed & dated challan(s) showing items name, quantity, price and amount must be submitted for each supply and receipt of the same must be obtained on his own copy from authorized official at the time of supply.
28. In case of non supply/Partial supply due to some unavoidable circumstances prior intimation will be given by the contractor to the Hospital authorities and this will be dealt with in accordance with terms and conditions as laid down at Serial No. 7 above.
29. The rates of items quoted shall be inclusive of GST and all local taxes and other applicable taxes etc, if any and also inclusive of packing and delivery charges, if applicable.
30. If the supplied material is not found as per laid down standard the same will be returned without assigning any reasons and replacement would be made on the same day with in required time period by the contractor.
31. If the Hospital authorities are not satisfied with the quality of supply and services then, the contractor shall be issued a notice for improving the service and quality with in 10 days. If in case he/she fails to improve service and quality then contract shall be terminated with one month notice and security money will be forfeited.
32. In the situations as mentioned at Serial No.7, 11 & 12 above, the decision of the Hospital authorities will be final and binding.
33. The items will be supplied by the contractor with credit facility for 30 days and at the end of each calendar month, the contractor will present a pre receipted bill in triplicate showing date wise supply made by him and amount due.
34. The supply shall be made by the contractor in the premises of the Kitchen Stores or at any other place as instructed by the authorized representative of the Medical Superintendent on all days of supply.
35. Demand of the grocery diet items can be increased or decreased at any time depending upon the situation.
36. Material supplied by the vendor would be subject to inspection by the Hospital Official. If rejected, then no payment would be made in respect of that rejected item & quantity without assigning any reason.
37. The awardee of the contract shall at all times, indemnify and will keep indemnified ESIC Model Hospital, Ludhiana against all suits, claims, actions and demands brought or made against in respect of anything done or purported to be done by the Hospital in execution or in connection with the services



चिन्ता से मुक्ति

कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एस ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001

BHARAT NAGAR, LUDHIANA-141001

E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

☎ 0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

under the agreement and against any loss or damage to ESIC in consequences to any action or suit being brought against the ESIC.

38. All disputes arising out of or in connection with the contract shall be settled by the sole arbitration of the Medical Superintendent or a person duly authorized by him on his behalf and his decision will be final and binding and it will be subjected to Ludhiana court only.

### Notices

1. Any notice given on one Party to other pursuant to this Agreement shall be sent to other party in writing by Registered Post the official addresses given in the tender form.
2. A notice shall be effective when served or on the notice's effective dated, whichever in later. Registered communication shall be deemed to have been served even if it is returned with the remarks like refused, left, premises locked etc.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and executed on the day, month and the year above mentioned.

Signed by

**Medical Superintendent**

**Prop.**

**In the presence of Witnesses**

**Witnesses**

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_



कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एस ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001

☎ 0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

BHARAT NAGAR, LUDHIANA-141001

E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

Annexure-A

**PRICE BID**

<u>Sr. no</u>	<u>Name of the items</u>	<u>Specification of diet items</u>	<u>Appox. Yearly Requirement in (Kg)</u>	<u>Appox. Monthly Requirement in (Kg)</u>	<u>Rates per kg (in figures)</u>	<u>Remarks</u>
1	Atta (Whole Wheat Atta)	10 Kgs. Pack	13200	1100		
2	Suji	1 Kgs. Pack	120	10		
3	Dalia	1 Kgs. Pack	600	50		
4	Sabudana	1 Kgs. Pack	120	10		
5	Rice – Basmati (3/4)	25 kg Pack	11520	960		
6	Sugar	50 Kg Pack	1800	150		
7	Salt(Iodized)	1 kg pack	540	45		
8	Tea leaves	1/2 kg pack	216	18		
9	Haldi	200 gm	180	15		
10	Kitchen King	200 gm pack	24	2		
11	Garam Masala	200 gm pack	24	2		
12	Dhania Power	200 gm pack	24	2		
13	Degi Mirch	200 gm pack	24	2		
14	Zeera	200 gm pack	36	3		
15	Oil (Rice-Bran Oil)	1 kg pack	1440	120		
16	Dals	1 Kg pack	5760	480		
A	Rajmah	1 Kg pack	600	50		
B	Roungi	1 Kg pack	600	50		
C	Lobhia	1 Kg pack	600	50		
D	Kala Chana	1 Kg pack	600	50		
E	White Chana	1 Kg pack	600	50		
F	Arhar Dal	1 Kg pack	480	40		
G	Moongi Chilka	1 Kg pack	480	40		
H	Masar Sabat	1 Kg pack	600	50		
I	Mah Chilka	1 Kg pack	120	10		
J	Chane Ki dal	1 Kg pack	480	40		
K	Moong Sabat	1 Kg pack	600	50		
		Note: Above requirement is approximate. Demand for specific dals and quantity shall be on requirement basis during a month.				

Note:



कर्मचारी राज्य बीमा निगम मॉडल हस्पताल  
E.S.I. CORPORATION MODEL HOSPITAL  
आई एस ओ 9001: 2008 प्रमाणित ISO 9001: 2008 CERTIFIED  
भारत नगर लुधियाना-141001

BHARAT NAGAR, LUDHIANA-141001

E-Mail: [ms-ludhiana@esic.nic.in](mailto:ms-ludhiana@esic.nic.in) WEBSITE: [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

☎ 0161-2772435  
0161-2772436  
0161-2775539  
0161-2403393  
FAX- 0161-2774357

1. SHOULD BE IN PROPER PACKING.
2. TENDER SHALL BE FINALIZED ON THE BASIS OF LOWEST RATES QUOTED BY THE PARTY.
3. RATES OF ALL ITEMS TO BE QUOTED IN KG ONLY.
4. OVERWRITING/CUTTING MUST BE AVOIDED.
5. Packing should not be older than 1/6 of Manufacturing or packing date. All products must be FSSAI and Agmark certified.

**Signature**

**Name & Stamp**