



**Office of Senior State Medical Commissioner
EMPLOYEES' STATE INSURANCE CORPORATION**

{Ministry of Labour & Employment (Govt. of India)}
Regional Office, Madhya Marg, Sector 19-A, Chandigarh



No.PB.12/SSMC/DJkit/2010

Dated: 8/8/11

NOTICE FOR RE-INVITING TENDER

Sealed tenders are again invited under two bids system ("Technical Bid and Price bid") from the bonafide manufacturers/ authorized dealers/ suppliers by the Senior State Medical Commissioner, ESI Corporation, Regional Office, Sector-19-A, Madhya Marg, Chandigarh for supply and installation of Dispensary Kits consisting of both medical and non-medical equipments / instruments / articles of reputed make/Specified for 80 ESI Dispensaries (no. may be vary) located in 04 (four) States namely Punjab, Chandigarh, Himachal Pradesh and Jammu & Kashmir immediately as per the following details :

Sl.No.	Category of equipments /instruments / articles
01	Medical equipments /instruments/ articles like Blood Pressure apparatus, foldable stretcher, folding wheel chair, Glucometer, IUCD kits, manual suction machine, nebulizer, needle destroyer, otoscope, Oxygen concentrator, portable autoclave, resuscitation kit, snellen's chart, Stethoscope, Thermometer, torch, weighing machine etc.
02	Non-medical articles like LCD TV(32 inch) with DVD player, refrigerator

Tender forms / related documents can be obtained from Office of Senior State Medical Commissioner, ESI Corporation, Regional Office, Sector-19-A, Madhya Marg, Chandigarh , at a price of Rs. 200/- to be paid by Demand Draft/ Bankers Cheque only, drawn in favour of ESI Corporation, SBI payable at Chandigarh only. The tender notice and tender documents are also available at ESIC Website www.esicpunjab.org and www.esic.nic.in . Interested bidders may download tender forms from the website also and submit the tender subject to the condition that the tender application fee for Rs. 200/- as mentioned above is to be deposited by DD/ Banker's cheque along with tender. The detailed schedule of the issue / receipt / opening of Tender etc. are as following:

Last dt. & time of receipt of tender forms /documents alongwith samples	Dt. & time of opening of technical bid of the tender	Cost of each tender documents	Place of collection of blank tender forms / submission of tender forms / opening of tender forms
01	02	03	04
30 th August, 2011 upto 12.30pm	30 th August, 2011 at 02.00pm	Rs. 200/-	Office of the Senior State Medical Commissioner, Regional office, sector-19-A, Chandigarh.

Financial bids will be opened only for those tenderers who qualify technically on the above date. Separate information for opening of financial bid shall be given.

"Tender must be sent in a sealed envelop super-scribing "**TENDER (TWO BID SYSTEM) FOR SUPPLY OF MEDICAL / NON MEDICAL EQUIPMENTS/ ARTICLES**". The sample also must be submitted in separate sealed envelopes / packets, affixing a Card bearing the details of the sample / bidders. Tender received late or incomplete or without EMD and not satisfying procedure prescribed in the tender documents shall not be accepted or treated as invalid and rejected summarily.

The SSMC reserves the right to accept or reject any or all the tenders without assigning any reason(s) thereof.

Sd/-
Senior State Medical Commissioner



**Office of Senior State Medical Commissioner
EMPLOYEES' STATE INSURANCE CORPORATION**

{Ministry of Labour & Employment (Govt. of India)}
Regional Office, Madhya Marg, Sector 19-A, Chandigarh



TENDER DOCUMENT

For supply of Medical/Non medical items

Last dt. & time of receipt of tender forms /documents along with sample	Dt. & time of opening of technical bid of the tender	Cost of each tender documents	Place of collection of blank tender forms / submission of tender forms / opening of tender forms
02	03	04	05
30 th August, 2011 upto 12.30pm	30 th August, 2011 at 02.00pm	Rs. 200/-	Office of the Senior State Medical Commissioner, Regional office, sector-19-A, Chandigarh.



**Office of Senior State Medical Commissioner
EMPLOYEES' STATE INSURANCE CORPORATION**

{Ministry of Labour & Employment (Govt. of India)}
Regional Office, Madhya Marg, Sector 19-A, Chandigarh



Sub:- Open Tender Enquiry – Two Bid System – For supply of various Medical and Non Medical Equipments/Instruments/Articles for Dispensary Kits for 80 (no. may be vary) ESI Dispensaries, located in Punjab, Chandigarh, Himachal Pradesh and Jammu & Kashmir.

The envelope containing the tender as well as subsequent communications should be addressed and delivered to Senior State Medical Commissioner, E.S.I. Corporation, Sector-19-A, Madhya Marg, Chandigarh. (All communications must be addressed to the officer named above by title only and not by name.)

To:

.....
Sir (s),

Sealed tenders are invited (under Two Bid System – “TECHNICAL BID & PRICE BID”) by post/per bearer from bonafide manufacturers / authorized dealers for supply of “**Medical Equipments / Articles and Non Medical Articles**” as per categories specified and/or quantities detailed in the **Schedules / Specifications** (Annexure I –VII) attached.

The “**Tender Documents**” comprising the General Terms and Conditions of Contract (**Annexure-I**) and the special terms and conditions of contract (**Annexure-II**) which will govern any contract made, the Tender Application Form (**Annexure-III**) and the list of Medical/Non Medical equipments with quantity and EMD /Schedule of contract / specifications of items (**Annexure-IV**) and check list (**Annexure-V**) and authorization certificate (**Annexure-VI**) undertaking (**Annexure-VII**), names and addresses of ESI Hospitals/Offices of Punjab,HP, J&K and Chandigarh where supply has to be made directly (**Annexure-VIII**), are enclosed herewith. If you are in a position to quote for the contract in accordance with the requirements stated in the attached schedule as per the terms and conditions stated, please submit your quotation to this office.

The tender document may be obtained from the office of the Senior State Medical Commissioner in person by the bonafide applicant or his authorized representative by applying in their letter head **at a cost of Rs. 200.00 (Rupees two hundred only) by DD/Banker's cheque**. The tender notice and tender documents are also available at ESIC Website www.esicpunjab.org and www.esic.nic.in and in such case the same may be signed and submitted as per the procedures mentioned hereinafter along with the fee(s) for the “tender documents” @ 200.00 (Rupees two hundred only) (To be submitted along with the Technical Bid. It should not be enclosed in the envelope containing the price Bid). All the payment may be made by **Demand Draft/Banker's Cheque, drawn in favour of E.S.I. Corporation, drawn on SBI, payable at Chandigarh, Cheques will not be accepted.**

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

The form is a Standard Form of Tender. Certain clause / clauses may not be applicable in some cases, so, Tenderers are requested to ignore such clause / clauses, which are not applicable in the instant case.

The Tender forms containing the Terms and Conditions (**Annexure – I & II**), the Tender Application Form (**Annexure-III**) and the list of medical/non-medical equipments with quantity and EMD /Schedule of contract / specifications of items (**Annexure-IV**) and check list (**Annexure-V**) and authorization certificate (**Annexure-VI**) undertaking (**Annexure-VII**), **Names and addresses of ESI Dispensaries where supply has to be made directly (Annexure – VIII)** are enclosed herewith, **should be returned in original along with the technical bid documents, intact after filling up the same and duly signing in full with stamp, on each page. Otherwise it will not be considered.**

In the event of the space on the schedule of contract/ specifications of items/Performa being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bearing the Tender Number and be duly signed and stamped by the tenderer. In such cases, reference to the additional pages must be made in the Tender Form. If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent along with the Tender.

Cost of each Tender Document	
Period for supply of Blank Tender Forms and related documents at the Senior State Medical Commissioner on all working days (Except Saturday, Sundays and Holidays)	
Last Date & Time of submission of completed Tender Document in the Tender Box kept in the office of SSMC, Chandigarh	
Date & Time of Opening of Technical Bid	
Bid Security / Earnest money to be deposited	
Performance security / Security Deposit Money to be deposited	

Senior State Medical Commissioner, E.S.I. Corporation, Sector-19-A, Madhya Marg, Chandigarh does not pledge himself to accept the lowest or any tender and reserves the right of accepting or rejecting the whole or any part of the tender without assigning any reason thereof and also that competent authority have the right to place order on one or more firms. Canvassing in any form by the tender or his representative with any of the officials of ESIC shall render the tender liable to be rejected.

Acceptance by the purchaser shall be communicated in due course. You are requested that the instructions contained in the said communications should be acted upon immediately as asked for.

Enclosures:

1. Annexure – I (General Tender Terms & Conditions).
2. Annexure – II (Special Tender Terms & Conditions).
3. Annexure – III (Tender Application Form).
4. Annexure – IV (The list of Medical/Non Medical Equipments with quantity and EMD /Schedule /Specifications of items / equipment).
5. Annexure-V (Check list)
6. Annexure-VI (Authorization Certificate)
7. Annexure-VII (Undertaking on Stamp Paper of Rs. 100/-)
8. Annexure-VIII (List and addresses of the ESI Dispensaries where supply has to be made by the successful Bidder/s)

Yours faithfully

Senior State Medical Commissioner

Copy for information and necessary action to :

1. SMC ,RO, Parwanoo, Himachal Pradesh and Regional Director, ESIC, Chandigarh
2. JD (F), Regional Office, E.S.I. Corporation, Chandigarh.

Senior State Medical Commissioner

GENERAL TERMS AND CONDITIONS FOR TENDER / BID**1. PREPARATION OF TENDER:**

a. The Tender form containing the Terms and Conditions (General and Special) and the Schedule should be returned in original after filling up the form and duly signing in full on each page with stamp, whether you are quoting for any item or not.

b. If any item in the schedule is not being tendered for, the corresponding space against the item should be defaced by writing 'not quoting'.

c. In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the Tender Number and the duly signed and stamped by you. In such cases, reference to the additional pages must be made in the Tender Form.

d. The Tenderer shall, wherever call upon to do so, give full information with reference to the services in hand and shall also permit the SSMC or any other officer nominated by him to inspect the premises of the tenderer within reasonable time and shall give full assistance and information as may be required by him in connection with the contract.

2. SIGNING OF TENDER:

a.) The tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the tender are not duly & fully filled in. Particular attention may be given to the dates of delivery, places of delivery and also to the particulars referred to in the conditions of contract so as to comply with them.

b.) Individual signing tender or other documents connected with the contract must specify:

i) Whether signing as a 'Sole Proprietor' of the firm or his Attorney?

ii) Whether signing as a 'Registered Active Partner' of the firm or his Attorney?

iii) Whether signing for the firm 'Per Procreation'?

In the case of companies and firms registered under the Indian Partnership Act, the capacity in which signing e.g. Secretary, Manager, and Partner etc. or their attorney and produce copy of documents, empowering him to do so, if called upon to do so.

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

3. PROCEDURE FOR SUBMISSION OF TENDER / BIDS:

I. The tender should be submitted in 'two bid' system:-

(i) Technical Bids:-

a. **TECHNICAL BIDS** in one separate envelope, sealed, super scribed with the wordings "TECHNICAL BIDS".

b. The original copy of tender along with (Annexure – I to Annexure – VII) duly completed and signed on each page, should be submitted/returned back, enclosed along with the "TECHNICAL BIDS".

c. The "Technical Bid" shall contain Earnest Money, the cost of the Tender Document (If downloaded from the web), both in the form of demand drafts as prescribed hereinbefore, and all the technical details & documents along with commercial terms and conditions in support of the quoted equipment.

d. Prices should not be indicated anywhere in the Technical Bid.

(ii.) PRICE (FINANCIAL) BID

a **PRICE (FINANCIAL) BID** for both Medical and Non Medical Equipments/articles are to be submitted in **SEPARATE** sealed envelope, super scribe with the wordings "PRICE (FIANNCIAL) BID FOR MEDICAL EQUIPMENT" and/or "PRICE BID FOR NON MEDICAL ARTICLES". Both the sealed envelopes of Price Bids for Medical and Non Medical items are to be kept in a large sealed envelope, again super scribed with the wordings "PRICE (FINANCIAL) BID".

b The 'Price / Financial Bid' will contain item-wise price / cost for the items mentioned/ quoted in the technical bid, along with Rate of AMC/CMC.

(iii) Both the Technical Bid envelope and the price (Financial) Bid envelope, prepared as above, are to be kept in a large single envelope super-scribe with "TENDER (TWO BID SYSTEM) FOR SUPPLY OF MEDICAL/NON MEDICAL EQUIPMENT / ARTICLES" so as to give a double cover protection.

(iv) **The outer cover should also be sealed and addressed to the Senior State Medical Commissioner, E.S.I. Corporation, Sector-19-A, Chandigarh, in the address mentioned hereinbefore.**

(v) **Tenders submitted without following the “Two Bid’ System procedure will be rejected.**

4. LATEST HOUR FOR RECEIPT OF THE TENDER:

Your tender must reach this office not later than the date and time notified in the Tender Notice stated in the TENDER DOCUMENT. Any tender received after that shall be rejected. In the event of the stipulated date of opening of the tender being declared a closed holiday for Govt. offices the date of opening of the tender(s) will be the next working day. Tender sent by hand delivery, should be delivered at this office not later than the due date and time stipulated in the schedule of tender.

5. THIS TENDER DOCUMENT IS NON-TRANSFERABLE

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

i. All tenders should remain open for acceptance for a **period of six months** from the date of opening of the tender.

ii. Quotations qualified by such vague and indefinite expressions such as ‘subject to immediate acceptance; ‘subject to prior sale’ etc. will not be considered.

7. OPENING OF TENDER:

I The **Technical bids** will be opened by an Expert Committee in the presence of bidders/representatives who choose to attend on the date and time as mentioned.

II The bidders / representatives who are present in the opening shall sign evidencing their attendance.

III The **Price / Financial bids** of the bidders whose technical bids are found technically suitable (after the selection of samples / demonstration of equipment / instrument, if any) only will be opened later. **The decision of the expert committee on technical suitability shall be final and shall not be opened for discussion.**

8. PRICES:

i. The Dispensary Kits containing the Medical and Non Medical Equipments/Articles, are required to be delivered by the successful bidders to Hospital/office as per the list enclosed as per Annexure VIII. Therefore, the prices quoted must be per unit shown in the schedule inclusive of all packaging, installation and delivery charges wherever applicable. Refunds on account of returnable package (if any) are to be separately specified. **Price must be clearly quoted in figure and in words in Rupees (Indian Currency)**

ii. Tenderers should clearly specify whether prices quoted are inclusive of Sales Tax / Vat / duties / statutory charges or such charges as extra. Where no specific mention is made to Sales tax / VAT / or other duties, prices quoted shall be **deemed to be inclusive of such taxes / charges.**

iii. The Senior State Medical Commissioner, ESIC, Chandigarh, is not authorized to issue C/D forms.

9. BID SECURITY / EARNEST MONEY:

The tenderer shall have to deposit an earnest money amount with their Technical Bid at the time of application, failing which the tender shall be rejected. The earnest money is to be paid by Demand Draft drawn in favour of **ESI Corporation, drawn on SBI, payable at Chandigarh.** NO CHEQUES OR CASH WILL BE ACCEPTED. In the event of the withdrawal / revocation of tenders before the date specified for acceptance, the earnest money shall stand forfeited. The earnest money will however, be returned without interest to the tenderer whose tender is not accepted after the finalization of the tender.

10. SECURITY DEPOSIT / PERFORMANCE SECURITY:

On acceptance of the tender, within the period specified by the Senior State Medical Commissioner the successful tenderer /contractor shall deposit a sum equivalent to **03 % (three percent) including taxes of equipments / articles to be purchased from the tenderer after selection, rounded off to the nearest Thousand,** as security deposit, for due compliance & fulfillment of the terms and conditions of the contract. This has to be in the form of a bank draft, drawn in any of the nationalized bank, in favour of **ESI Corporation, payable at SBI,** payable at Chandigarh. NO CHEQUES WILL BE ACCEPTED for this purpose. On due performance and successful completion of the contract in all respect including warranty period, the security money deposit shall be returned to the contractor without any interest on presentation of an absolute ‘ No Demand Certificate’ in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to be purchaser, which may have been issued to the contractor. If the contractor fails in fulfilling the terms and conditions mentioned here in different parts of this tender document, such failure will constitute a breach of the contract and the SSMC shall be entitled to make other arrangements at the risk and expense of the contractor. Also, non-performance / unsatisfactory performance or violation of terms and conditions of the contract will make the contractor liable for forfeiture of security deposit. The decision of the SSMC shall be final and binding on this count.

11. DELIVERY TERMS:

a **Time and date of delivery** : The essence of contract:- The time for and the date of delivery of the Stores/date of execution of work as stipulated in the schedule shall be deemed to be the essence of Contract and delivery / execution must be completed not later than the date(s) specified. The delivery of the stores / execution of work / providing the services etc. are required within a period as specified in the purchase order and as the place mentioned therein. Normally maximum 4 weeks time is allowed from the date of issue of the purchase order for execution of the supply of the equipment / article. However, the time allowed for execution of order shall be governed by the stipulated time mentioned on the purchase order of Delivery of equipment / Items.

b. The tenderer shall delivery the stores / execute the work at the destination / space defined to the consignee / authority in good order (of which the Senior State Medical Commissioner, ESI Corporation, Sector-19-A, Madhya Marg, Chandigarh shall be the sole judge) within the limits of the time as deemed reasonable and specify in such quantities / qualities as may be ordered by him from time to time.

c. When a purchase order is placed to the successful tenderer, he shall have to acknowledge the receipt of the said order within 07 (seven) days of the issue.

d. In case this office does not receive supply of the above item(s) by due or extended date of delivery, the above stated order will stand CANCELLED, unless extension is sought for and granted by the competent authority for the late supply otherwise EMD will be forfeited.

e. But if the delay shall have arisen from any cause, such as strikes, lockouts, fire accidents, riots, etc., which, the Senior State Medical Commissioner, Sector-19-A, Madhya Marg, Chandigarh, may admit it as reasonable ground for further time, and the SSMC may allow such additional time required by circumstances of the case.

12. PAYMENT TERMS:

1. 100% Payment will be made after supply, inspection, complete installation and satisfactory demonstration of performance of the item / equipment / instrument (including supply of all accessories) subject to deposition of a sum equivalent to 10% (Ten percentages) of the Total Cost including taxes of the equipment / article as security deposit as mentioned under Security Deposit /Performance Security Clause mentioned above. Security/Performance Guarantee 10% payment will be released after successful completion of warranty period. No advance payment before effecting supply as above either part or full of any kind shall be made under any circumstance.

13. OTHER TERMS:

a. **Responsibility for executing Contract:** The contractor is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.

b. The contractor shall not sublet transfer or assign the contract to any part thereof without the written permission of the Senior State Medical Commissioner.

c. **Recovery of sums due:** Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor the purchaser shall be entitled to recover of such sum by appropriating, in part or whole the security/earnest money deposited by the contractor, when the balance or the total sum to be recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to recoverable under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the purchaser on demand the remaining balance due.

d. **Insolvency and breach of contract:** The Senior State Medical Commissioner 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 receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

ii. If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

iii. If the contract commits any breach of this contract not herein specifically proved for: provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be

liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

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

i. **If the arbitrator be Senior State Medical Commissioner , E.S.I. Corporation, Sector-19-A, Madhya Marg, Chandigarh:-**

- In the event of his being transferred to vacating his office by resignation or otherwise, it shall be lawful for his successor in office either to proceed with the reference himself or to appoint another person as arbitrator, OR

- In the event of his becoming unable to act for any reason, it shall be lawful for SSMC, Punjab, Chandigarh to appoint another person as arbitrator.

ii **If the arbitrator be a person appointed by the Senior State Medical Commissioner:-**

In the event of his denying neglecting or refusing to act being unable to act, for any reason, it shall be lawful for the Senior State Medical Commissioner either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator. It is further a term of this contract that no person other than the Director General, ESI Corporation or the person appointed by him should act as arbitrator and that if for any reason that is not possible, the matter is not be referred to arbitrator at all. Upon every and such reference , the assessment of the costs incident of the reference and award respectively shall be in the discretion of the arbitrator. Subject as aforesaid the Arbitration Act, 1940 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitrator proceedings under this clause. Work under the contractor shall, if reasonable possible continue during the arbitration proceeding under this clause. Work under the contractor shall, if reasonable possible continue during the arbitration proceeding and no payment due to payable by the purchaser shall be withheld on account of proceedings:- The venue of arbitration shall be at Chandigarh. In the clause of expression 'The Director General', ESI Corporation means, the Senior State Medical Commissioner, E.S.I Corporation, for the time being and includes is there be no Senior State Medical Commissioner , the officer who is for the time being the administrative head of the Regional Office, ESI Corporation, Chandigarh, whether in addition or otherwise. For the purpose of the contract including arbitration proceedings there under, the Senior State Medical Commissioner, ESIC, Chandigarh shall be entitled to exercise all the rights and powers of the purchaser.

f. **Document:-** The tenderer should have valid **Trade license / PAN /TAN/ other statutory document as applicable** and produce attested copies of such certificates along with the tender papers.

g. **Right to accept/reject:-** The Senior State Medical Commissioner reserves the right to reject any or all tender without assigning any reason whatsoever. Also, the Senior State Medical Commissioner reserves the right to award any or part or full contract to any successful agency at its discretion and this will be binding on the tenderer.

h. The quantity shown in the tender can be increased or decreased to any extent depending upon the actual requirement.

i. Senior State Medical Commissioner, E.S.I. Corporation, Sector-19-A, Madhya Marg, Chandigarh, does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the whole or any part of the tender or portion of the quantity offered and the contractor shall supply the same / execute the work at the rate quoted by him. The Contractor is at liberty to tender for the whole or any part.

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

i. To purchase elsewhere, without notice to the contractor on his account and at the risk of the contractor, the stores not delivered or stores of similar description (where stores exactly complying with the particulars are not in the opinion of the Senior State Medical Commissioner, E.S.I. Corporation, Sector-19-A, Madhya Marg, , Chandigarh, readily procurable such opinion being final). Without cancelling the delivery in respect of the consignment not yet due for delivery, or

ii. To cancel the contract or a portion thereof, and if so decided to purchase or authorize to purchase of stores not so delivered or other of a similar description (where stores exactly complying with the

particulars are not, in the opinion of the SSMC readily procurable, such opinion being final) at the risk and cost of the contract.

Senior State Medical Commissioner

SPECIAL TERMS AND CONDITION

The following special terms and conditions shall apply for supplying **various Medical and Non Medical Equipments / Articles** at office of Senior State Medical Commissioner Regional Office, Sector-19-A, Madhya Marg, Chandigarh

A. INSPECTION / INSTALLATION OF STORES / EQUIPMENTS:

Supplies shall be accepted and work shall be certified as completed subject to **satisfactory and complete installation** (upto full potentials claimed for that respective equipment) of the equipment / stores supplied including supply of all accessories, and certified by the assigned officer and subsequent inspection by Senior State Medical Commissioner or his assigned representative. Any defect found in the materials / equipment / stores supplied / work done will render the supplies / work open to rejection and decision of the Senior State Medical Commissioner, E.S.I. Corporation, Sector-19-A, Madhya Marg, Chandigarh-21, shall be final and legally binding. The tenderer shall **have to take the same (rejected store) back at their own cost and risk**, and **shall replace** such rejections with the items of standard specifications / quality as acceptable to the SSMC.

B. Warranty / Guarantee:

Along with the technical bid following information are to be provided exclusively.

(i). All the equipments/articles shall conform strictly to **“Reputed model/firms with high quality and ISI/ISO/CE certified mark”**

(ii). All the **equipments / Articles** shall be carrying **at least 1** (one) year warranty / guarantee against defects of manufacturer / workmanship and poor quality of components. Accordingly, the **tenderers shall indicate clearly** and exhaustively the mandatory warranty / guarantee offered by them / by the manufacturing / supplying firms, its duration, as well as the various Terms & Conditions involved therein, at the time of submission of the Technical Bid papers.

(iii). The tenderer must be able to **provide comprehensive after sales service AMC/CMC** for the equipments quoted at least for a period of five years after warranty period and calibration of equipments on six monthly basis (wherever required).

(iv). **Uptime guarantee:** During the warranty / guarantee / AMC period the firm will maintain the equipment in good working condition. All the complaints will be attended by the firm within 24 hours of the dispatch of a complaint to their office in all the places of supply/installation. The firm shall ensure the machine is set right within 7 days (Seven days) of the intimation. However, the tenderer have to arrange similar equipment as a standby at his cost and risk in case of breakdown. In case of the machine not being made functional within 7 days (Seven days), **Stiff Penalty** equivalent to 0.25 % of the cost of machine per day shall be levied for of delay at the discretion of the authority. In addition, the tenderer have to arrange similar equipment as a standby as stated above.

(v) Only manufacturer or distributor/Agent authorized by manufacturer would be considered for the Contract.

C. Delay in Delivery of Items/Equipment

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

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

D. SOFT WARE UPGRADATION (if any):

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

(ii) Further, equipment must support interface / integration for data transfer from equipments to third party Hospital management applications.

- Equipment manufacturers must also provide Technical documents explaining the pre requisites, data

exchange format and detailed user and technical manuals explaining how to integrate and transfer data with third party hospital management applications.

- Equipment manufacturers must also provide the needed hardware drivers and technical support to integrate the equipments with third party hospital management applications.

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

The following written guarantee / declaration must be provided as per Annexure-VII, exclusively without which the quotation shall be liable for rejection.

1. The name, address, phone no, fax no, etc, of the authorized service centre for each of the specific equipment / Article quoted in each center where the articles are to be supplied.
2. A certificate about satisfactory performance of the equipment duly authenticated by other existing users of the equipment has to be supplied.
3. A declaration that the after sales service facilities as well as spare parts shall be made available at least for five years after warranty period for each of the specific equipment / Article quoted.
4. A declaration indicating willingness to provide AMC services at least for five years after the expiry of the warranty for each of the specific equipment quoted. Accordingly, the tenderer may quote prices for with and without comprehensive warranty, separately, for each year, for 5 years. The quotation for the cost of such AMC may be furnished along with cost of the equipment in the Price Bid.
5. A declaration that the specific equipment / article with the given specification has not been sold / supplied to any other organization at a lesser price than the price quoted here for each of the specific equipment quoted here.
6. Certificate that there is no Black listing/Vigilance/CBI case or court case pending against the firm/supplier.
7. To keep the equipment in working order throughout the year.

F. SAMPLES / DEMONSTRATION

Wherever applicable, the bidders must submit samples alongwith the Technical Bid in separate sealed Envelopes/packets. The firms shall also have to submit samples of item(s) / arrange for demonstration of items for verification / inspection, approval, etc., and the firm shall have to comply with such conditions. It is, therefore, in the own interest of the firm (s) concerned to get their proof / samples, etc. verified / inspected before effecting supply at their own cost. If samples are supplied they should not be less than the quantity necessary for the test given in the specifications (if any) or in the schedule to tender. Each sample should have a card affixed to it which should bear the following information:

- i. Your Name and address
- ii. Tender Number
- iii. Date of opening of tender
- iv. Item no. against which tendered
- v. Any other relevant description deemed fit.

When samples are supplied those shall not be returned normally (until specifically asked for within one month of opening of tender in case of Implants, Equipments and Instruments only, where the same shall be collected back from the Regional Office at the cost and risk of the tenderer) and shall be the property of the ESIC. **The tenderer / firm / company shall arrange for demonstration of equipment / instrument / article when asked to do so at his own cost and risk in Chandigarh only during anytime before finalization of tender.**

G. DETAILS OF ITEMS QUOTED:

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

Senior State Medical Commissioner

TENDER APPLICATION / DECLARATION FORM

1		Name of the Firm	
2	a	Full Postal Address	
	b	Cell Phone No	
	c	Telephone No.	
	d	Fax No.	
	e	E-mail address/website	
3		Date of establishment of firm	
4		If your Firm Registered under:	
	a	The Indian Factories Act:-	
	b	Any other Act, if not, who are the owners (Please give full address):-	
5		Name and Address of your Bankers stating the name in which the Account stands (including MICR No., etc.):-	
6		Whether insured against fire, theft, burglary etc. if so, please state the amount and name of company with policy no:-	
7		Total number of Employees:-	
8		Are you in the list of approved contractors of any other organizations / institutions, if any give details (Append extra page if necessary):-	
9		Give details of any Government contracts executed during the last twelve months (Append extra page if necessary):-	
10		Any other information which you consider necessary to furnish:	

UNDERTAKING:

- a. I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- b. 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.
- c. The earnest money of Rs. _____ to be deposited by me has been enclosed herewith vide Demand Draft no. _____, Date _____, drawn on bank _____, Branch _____.
- d. I hereby undertake to supply the items as per directions given in the tender document / supply order within stipulated period.
- e. I / We give the rights to SSMC to forfeit the earnest money deposited by me/us if any delay occur on my / agent's part or failed to supply the article within the appointed time or the items of desired quality.
- f. I have submitted on Stamp Paper of Rs. 100/- certificate mentioned in 'E' (Annexure-VII) of special terms & conditions.

Date:-
Place:-

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

CHECK LIST

The bidder should ensure that the following information/documents/samples are enclosed along with the bidding documents **(Technical Bid)**.

- (I) EMD (As per Sl. No. 9 of general terms & conditions)** Yes/No
- (II)** Bid-Form and price schedule as given in S.No3 of General terms and conditions for tender/bid. Yes/No
- (III)** Five years AMC/CMC charges as given in S.No. 'E' of special terms & conditions. Yes/No
- (IV)** Rate certificate indicating that they have not supplied the said equipment to any individual, Govt. or private institution at the rate lower than the quoted rate. Yes/No
- (V)** Manufacturer's Authorization Certificate (As per Annexure - VI) in case Bid is submitted by Agents. Yes/No
- (VI)** User's list along with the Certificates about SATISFACTORY PERFORMANCE REPORT OF THE EQUIPMENT AND QUALITY OF AFTER SALE SERVICE duly authenticated from existing users of the quoted model of equipment. A list of the users of quoted model, indicating the complete postal address of the users and date of supply of the equipment is also endorsed. Yes/No
- (VII)** Authorization Certificate from the Principal/manufacturer that they will be solely responsible for maintenance of equipment during guarantee/warranty and AMC/CMC period even when the Agent is changed during this period (As per Annexure-VI) Yes/No
- (VIII)** Authorization certificate from principal that spares and any other miscellaneous items (As applicable) of the equipment quoted will be freely available for at least five years after expiry of warranty/guarantee period (As per annexure VI) Yes/No
- (IX)** Tenderer has to submit a signed undertaking on stamped paper of Rs.100/- (Rupees One hundred only) along with tender **(As per 'E' of special terms & conditions)**. Yes/No
- (X)** Confirmation from the Principal/manufacturer that they will be solely responsible during guarantee/warranty and AMC/CMC period even when the Agent is changed during this period (As per Annexure-VI) Yes/No
- (XI)** For the equipments where consumables/reusable etc are required a list indicating cost and life of consumables be given. Yes/No
- (XII)** No. of samples of the items provided alongwith Technical Bid, the list of such samples. Yes/No

**NAME, SIGNATURE AND ADDRESS OF THE TENDERER
WITH RUBBER STAMP**

AUTHORIZATION CERTIFICATE

To,

The SSMC
E.S.I. Corporation, Sector-19-A
Madhya Marg,
Chandigarh

Dear Sir,

Authority letter against Tender No.-----due on -----item
quoted-----
-----We,-----, who are established and
reputed manufacturers of-----having factory at-----
-----and hereby authorize M/s----- (Name
and address of agent) to bid, negotiate and conclude the contract with your institution against above
tender for the above goods manufactured by us.

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

Our other responsibilities include:

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

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

1. -----
2. -----

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

Yours faithfully,

(Signature & Name of manufacturer)

with address and seal

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

UNDERTAKING

Date of Opening _____
 Item No. _____
 Name of item _____

To

The SSMC
 E.S.I. Corporation, Sector-19-A,
 Madhya Marg,
 Chandigarh.

Sir,

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

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

3. Earnest money deposited by me/us viz Rs. _____ in the form Demand Draft/Banker's Cheque in favour of ESI Corporation, drawn on SBI, payable at Chandigarh, is attached herewith and shall remain in custody of the SSMC, E.S.I. Corporation, Sector-19-A, Madhya Marg, Chandigarh as per SI No 3 of terms and conditions.

4. (A) I/We give the rights to SSMC, E.S.I. Corporation, Sector-19-A, Madhya Marg, Chandigarh to forfeit the Security Money deposited by me/us if any delay occur on my/agent's part or fails to supply the article at the appointed place and time and of the desired specification.

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

5. There is no vigilance/CBI case or court case pending against the firm/supplier.

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

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

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

9. I/we understand that SSMC, E.S.I. Corporation, Sector-19-A, Madhya Marg, Chandigarh, has the right to accept or reject any or all the tenders without assigning any reasons (s) thereof.

**NAME, SIGNATURE AND ADDRESS OF THE TENDERER
 WITH RUBBER STAMP**

Medical Items

Sl. No.	ITEMS DESCRIPTION	Make and Model	Rate Per Piece	Total Quantity (approx.)	Other Charges, if any	Total Amount	EMD (10% of total amount of each item)	Guarantee or warranty (mention clearly) alongwith year or month
1	BP Apparatus-Digital	“Reputed model/ firms with high quality and ISI/ISO/CE certified mark”		240				
2	Foldable Stretcher	-do-		80				
3	Folding Wheelchair	-do-		80				
4	i. Glucometer with (ii) Glucostix (50)	-do-		80				
5	UCD Kit (Anterior & Posterior Vaginal Wall retractor, Uterine sound and volsellum)	-do-		80				
6	Manual (Foot operated) Suction Machine	-do-		80				
7	Nebulizer	-do-		80				
8	Needle Destroyer (manual)	-do-		80				
9	Otoscope	-do-		80				
10	Oxygen Cocentrator	-do-		80				
11	Portable Autoclave	-do-		80				
12	Resuscitation Kit (Larygoscope +Ambubag+Endotrachal rubes) All sizes	-do-		80				
13	Snellen's Chart	-do-		80				
14	Stethoscope	-do-		160				
15	Thermometer digital	-do-		400				
16	Weighing Machine-Adult (Manual)	-do-		80				
17	Weighing machine-Paed (Manual)	-do-		80				
	Torch (Medium Size)	-do-		160				

Total Amount: _____
Total EMD @ 03% _____

(The above information should be in typed manner and no column should be left unattended)

Non- Medical Items

Sl. No	ITEMS DESCRIPTION	Make and Model	Rate Per Piece	Total Quantity	Other Charges	Total Amount	EMD (10% of total amount of each item)	Guarantee or warranty (mention clearly) alongwith year or month)
1	LCD TV (32") with DVD Player and with fittings)	“Reputed model/ firms with high quality and ISI/ISO/ CE certified mark”		80				
2	Refrigerator (small/100 ltrs. With Stabilizer)	-do-		80				

Total Amount: _____

Total EMD @ 03% _____

(The above information should be in typed manner and no column should be left unattended)

**LIST/ addresses OF PUNJAB/HIMACHAL PRADESH/CHANDIGARH & J&K ESI
Hospitals/Offices for DJ kit supply.**

1. ESI Hospital, Sec. 2, Parwanoo.
2. AMO, ESIS, Dogra Hall, Rehri, Jammu
3. ESID, CHC Sec. 23, Chandigarh
4. MS, ESIH, Amritsar
5. MS, ESIH, Jalandhar
6. SMO I/c ESIH, Hoshiar pur
7. SMO I/c ESIH, Mohali.
8. SMO I/c ESIH, Phagwara
9. MS cum DD Zonal, ESIM Hospital Complex, Ludhiana.