

**GOVERNMENT OF KARNATAKA**



**E.S.I.S MEDICAL SERVICES, KARNATAKA**

**SHORT TERM TENDER FOR SUPPLY OF  
VARIOUS DEPARTMENTAL EQUIPMENTS TO  
ESIS HOSPITALS / DIAGNOSTIC CENTERS AS PER THE APPROVAL  
UNDER ESIC PIP - 2020-21.**

**E-procurement system**

**TENDER NOTIFICATION**

**TENDER -D**  
**( ANAESTHESIA , CARDIOLOGY,  
KITCHEN,MEDICINE,OBG,PAEDIATRICS, SURGICAL  
GASTROENTROLOGY AND VASCULAR SURGERY DEPARTMENT  
EQUIPMENTS PURCHASE)**

**NO:- ESIS/EGS/07( TENDER -D) /2020-2021,DT:-25-02-2021**

**DIRECTORATE OF E.S.I.S MED. SERVICES**  
**RAJAJINAGAR, BANGALORE - 560 010.**

**To:**  
**M/s, .....**  
**.....**  
**.....**  
**.....**

**General Receipt No.**

**Date:**

**Director,**  
**E.S.I.S. Medical Services,**  
**Rajajinagar,**  
**Bangalore - 10.**



**GOVERNMENT OF KARNATAKA**  
**DIRECTORATE OF EMPLOYEES STATE INSURANCE SCHEME,**  
**(MEDICAL) SERVICES, RAJAJINAGAR, BANGALORE - 560 010.**

ENQUIRY NO. **ESIS/EGS/07( TENDER -D) /2020-2021**

DATE:25-02-2021

**SHORT TERM TENDER FOR SUPPLY OF VARIOUS**  
**DEPARTMENTAL EQUIPMENTS TO ESIS HOSPITALS /**  
**DIAGNOSTIC CENTERS AS PER THE APPROVAL UNDER**  
**ESIC PIP - 2020-21.**

1. Section I:- Invitation of Tenders.
2. Section II :- Instructions to Tenderers .
3. Section III :- General Conditions of Contract.
4. Section IV :- Schedule of Requirements.
5. Section V:- Technical Specifications
6. Section VI:- Qualification Criteria.
7. Section VII:- Tender form and price Schedules
8. Section VIII:- EMD Submission Format.
9. Section IX:- :- Contract Form.
10. Section X:- :- Performance security Bank Guarantee form
11. Section XI:- Manufacturer's Authorization form.

# **TENDER -B**

**ENQUIRY NO. . ESIS/EGS/07(TENDER-D)/2020-2021, DATE: 25-02-2021**

**SHORT TERM TENDER FOR SUPPLY OF  
VARIOUS DEPARTMENTAL EQUIPMENTS TO  
ESIS HOSPITALS / DIAGNOSTIC CENTERS AS PER THE APPROVAL UNDER  
ESIC PIP - 2020-21.**

- 1. PRE-BID MEETING** : DT:-02-03-2021 AT 11.00 AM  
AT THE OFFICE OF THE  
DIRECTORATE, ESIS M SERVICES,  
RAJAJINAGAR,BANGALORE-10
- 2. Last Date Time for receipt of tender/  
tender submission** : 08-03-2021 Within 16.30 PM
- 2. Date & Time for opening of  
tender-Technical Bid** : On 10-03-2021 at 11:30 A.M
- 3. Address of opening of tender** : Office of the Directorate,  
ESIS Med. Services,  
Rajajinagar, Bangalore-10.
- 4. Date fixed for Demonstration/  
Sample Submission** : Will be intimated after the  
*Opening of Cover-I.*

**Note:-**

1. Tender documents may be downloaded free of cost from the website <http://eproc.karnataka.gov.in> & Departmental Web Site: <https://esisms.karnataka.gov.in>
2. Tenderers must provide Earnest Money Deposit (EMD) DECLARATION as specified in the tender document – ANNEXURE and tender processing fee as per requirement, which shall have to be made through electronic system
3. Tenders along with necessary enclosures must be uploaded to the website <http://eproc.karnataka.gov.in> as per tender schedule and tenders will be opened on the stipulated day. If the office happens to be closed on the date of receipt of the tenders as specified, the tender will be opened on the next working day at the same time and venue.
4. Other details can be seen in the tender documents.

**Eligible Tenderers:-**

Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK.

# **SECTION I.**

## **INVITATION OF TENDER.**

The Director, ESIS M SERVICES, Rajajinagar, B'lore invites tenders under e-procurement system from eligible tenderers , who are registered with Gok e-procurement platform by using ID & DIGITAL SIGNATURE for the supply of **VARIOUS DEPARTMENTAL EQUIPMENTS AS LISTED IN ANNEXURE-1 AND TECHNICAL SPECIFICATIONS OF EACH EQUIPMENTS LISTED IN ANNEXURE -2.**

The tenderers may submit tenders for any or all of the equipment given above.

Tenders are advised to note the qualification criteria specified in section VII to qualify for award of the contract. The tenders are required to submit tender consisting of documents/information as specified in the check list of the tender tender document.

3. Tender documents may be downloaded free cost from the web site <http://eproc.karnataka.gov.in>.

4. Tenderers must provide Earnest Money Deposit Declaration as specified in the tender document and tender processing fee as per requirement, which shall have to be made through electronic system.

5. Tenders along with necessary enclosures must be uploaded to the website <http://eproc.karnataka.gov.in> as per tender schedule mentioned in page 2 and tenders will be opened on the stipulated day, through e-procurement , if the office happens to be closed on the date of receipt of the tenders as specified , the tenders will be opened on the next working day at the same time .

6. Other details can be seen in the tender document.

## **SECTION - II**

### **INSTRUCTIONS TO TENDERERS**

- A.** The tenderers should submit the tenders through e-procurement only Website:- <http://eproc.karnataka.gov.in.Helpdesk:-080-2550126/227>.
- B.** Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK.
- C.** The tender documents include:-
1. Instruction to Tenders (ITT).
  2. General Conditions of contract (GCC).
  3. Schedule of requirement with consignee list.
  4. Technical Specifications.
  5. Qualification Criteria.
  6. Tender form and schedules.
  7. EMD.
  8. Contract form.
  9. Performance Security forms
  10. Performance statement forms
  11. Manufacturers Authorisation form

The tenderer is expected to examine all instructions, forms, terms and specifications in tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in rejection of tender.

- D.** At any time prior to the deadline for submission of tenders, the purchaser may, for any reason, whether at its own initiative or otherwise, modify the tender documents by amendment.  
If any amendment in the tender documents will be notified in the e-procurement website <http://eproc.karnataka.gov.in>. And allows reasonable time at its discretion for submission of tenders.

**E. LANGUAGE :** The language shall be written in Kannada/ English language. Supporting documents and printed literature furnished by the tenderers may be in another language provided they are accompanied by an accurate translation of the relevant passages in Kannada/English in which case translation governs.

**F. Important Documents of Tenders**

- a) Tenderers follow the components mentioned IN CHECK LIST OF TENDER DOCUMENT and submit it through e-procurement portal only and Hard Copy to be submitted on or before 08-03-2021 with in 4.00 pm.

**G. IMPORT LINCENSE:**

No facility regarding import license for raw materials etc., can be given.

- (a) No tender will be considered which is not in the printed form and does not bear the tenderers signature and address at the bottom of each page of the schedule on which the rates are entered.
- (b) Tenders received after the due date and time will be rejected.

Entry to participate in the Tender opening is restricted only to bonafide Tenderer or his one authorized representative.

Director,  
E.S.I.S. Med. Services.

**Section-III**  
**GENERAL CONDITIONS OF THE CONTRACT(GCC)**

**1. STANDARAD:**

The equipment supplied under this contract shall confirm to the standards mentioned in the Technical specifications and when no applicable standards is mentioned, to the authoritative standard appropriate to the equipments country of origin and such standard shall be the latest issued by the concerned institution.

**2. Use of Contract Documents and Information: Inspection and Audit by the Government:**

- a) The supplier shall not, without the purchasers prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith to any person other than a person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- b) The supplier shall not, without the purchasers prior written consent, make use of any document or information enumerated in clause 2 (a) except for purposes of performing the contract.
- c) Any document, other than the contract itself, enumerated in clause 2 (a) shall remain the property of the purchaser and shall be returned ( in all copies) to the purchaser on completion of the suppliers performance under the contract if so required by the purchaser.
- d) The supplier shall permit the government to inspect the suppliers accounts and records relating to the performance of the supplier and to have them audited by auditors appointed by the government, if so required by the government.

**3. Patent Rights :**

The supplier shall indemnify the purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the equipment or any part thereof in India.

**4. a ) EMD**

**The tenderers shall pay the tender processing fee, EMD DECLARATION FORM and SD 3% when intimated to the Office of the Directorate, ESIS M Services,Rajajinagar,Bangalore.**

## **b) Performance Security.**

Within 21 days of receipt of the notification of contract award, the supplier shall furnish performance security to the purchaser for an amount of 3% including GST of the contract value excluding CMC, valid upto 60 days after the date of completion of performance obligation including warranty obligations. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/ replaced material shall be extended to a further period of 3 years and the performance bank guarantee for proportionate value shall be extended 60 days over and above the initial warranty period.

The proceeds of performance security will be in Indian rupees either in Bank Guarantee, Term Deposit receipt or Fixed Deposit receipt in the name of the Director, ESIS Medical Services issued by any Nationalized Bank only. And also to submit and agreement on Bond sheet as details in the award of contract along with tender terms and conditions on Legal sheets.

Performance Security will be discharged by the purchaser and returned to the supplier only after receiving satisfactory report of the warranty period from the concerned institutions where equipments are supplied and installed, not later than 6 days following the date of completion of the suppliers performance obligations, including any warranty obligations under the contract and following receipt of a performance guarantee for 2.5% of the contract value excluding Annual Maintenance Services.

### **5. Inspections and Tests**

The Purchaser or its representative shall have the right to inspect and /or to test the equipment to confirm their conformity to the central specifications at no extra cost to the purchaser.

### **6. Manuals and Drawings**

Before the equipment are taken over by the purchaser, the supplier shall supply operation and maintenance manual together with drawings of the equipment. These shall be in such detail as will enable the purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specification.

The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract

**7. Packing**

The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to final destination as indicated in the supply order. The packing shall be sufficient to withstand without limitation, rough handling during the transit and exposure to extreme temperatures, salt and precipitations during the transit and open storage.

**8. DELIVERY PERIOD:**

- a) The supplies should be made within the delivery period as stipulated in the contract / letter of indent / order copy.
- b) It should be risk noted that if a contract is placed on a higher tender as a result of the tender notification, in preference to the lowest acceptable offer of earlier delivery, the contractor will be liable to the government, the difference between the contracted rate and that of the lowest acceptable tender in case of failure to complete supplier in terms of such contract within the date of delivery specified in the tender and incorporated in the contract. This is without prejudice to others right under the terms of the contract.
- c) Delay in supply beyond the stipulated period as detailed in the order copy, prior permission should be taken from the Director, ESIS M Services, for supply to be made and for which penalty @ 2% per week (after the stipulated delivery period) or part there of subject to maximum of 10% of the value of the quantity supplied will be imposed .

**9. TRANSPORTATION:**

Where the supplier is required under the contract to transport the equipments to a specified place of destination within Karnataka with their own cost.



**10. INCIDENTAL SERVICES:**

The supplier may be required to provide any / all of the following services including additional services if any.

- a) Performance or supervision of the on-site assembly and / or start - up of the supplied goods.
- b) Furnishing of tools required for assembling and / or maintenance of the supplied goods.
- c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied goods.
- d) Performance, supervision or maintenance and / or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract, and Training of the tendering authorities, personnel at the supplier plant and / or on-site, in assembly, start-up operations maintenance and / or repair of the supplied goods.

**11. SPARE PARTS:**

The supplier may be required to provide any or all of the following materials, notifications and information pertaining to spare parts manufactured or distributed by the supplier

- a) Such spare parts as the purchaser may elect to purchase from the supplier, providing that this election shall not relieve the supplier of any warranty obligations under the contract: and
- b) In the event of termination of production of the spare parts
  - i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure need requirements; and
  - ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

**12. WARRANTY:**

- a) The supplier warrants that the goods supplied under this tender are new, unused, and incorporates all design and materials as specified in the tender. The supplier further warrants all goods supplied under this tender shall have no effect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods in the conditions prevailing at the final destination.

- b) This warranty shall remain valid for minimum of 3 years after the goods or any portion thereof as the case may be, have been delivered and accepted at the final destination. Any item, which is supplied, is found to be defective or goes out of order, then such has to be replaced with no extra cost to the Department. Technical Advisory Committee recommendations, pertaining to the instrument/equipment is final.
- c) The Purchaser shall promptly notify the supplier in writing of any claims arising under this warranty upon receipt of such notice, the supplier shall within the specified period and with all reasonable speed, repair or replace the defective goods or parts there of without incurring extra expenditure of the department.
- d) If any equipment gives continuous trouble, say six times in a month during warranty period, the supplier shall replace the equipment with new equipment without any additional cost to the purchaser.

**13. C.M.C:**

(a) The tenderer should also quote their rate towards regular servicing / maintenance duly mentioning the No. Of visits per annum after guarantee / warranty period (3 years) is over, then for minimum period of 5 years for essential instruments and equipments should be quoted.

- i. 50% of the accepted Price at the beginning of each year and 50% at the end of the year on successful completion of CMC respectively subject to satisfactory services rendered as specified in the render document and the resultant contract as per rates quoted in the price list.

**i. The CMC quoted rate for 5 years will be taken into consideration along with the rate quoted for the equipment while considering the lowest quoted rate.**

- ii. The minimum response time for maintenance complaint from any of the destinations specified in the schedule of requirements (i.e, time required for suppliers maintenance engineer to report at the installation after a request call/telegram is made or letter is written) shall not exceed 2 days (excluding journey period)

- iii. The purchaser reserves the right to terminate Annual Maintenance Service and repairs contract, after warranty period, at any time without assigning any reasons and the supplier cannot claim any compensation in this respect.

## **MAINTENANCE SERVICE:-**

- ii. Free maintenance services shall be provided by the supplier during the period of warranty (3 years) after warranty period for next 5 years, Comprehensive maintenance and repair of the equipment including supply of spares etc., will be done by the supplier.
- iii. The maximum responsive time for maintenance complaint from any of the destination supplied in the schedule of requirements (i.e., time required for suppliers maintenance Engineer to report at the installation after request call / telegram is made or letter is written) shall not exceed 2<sup>13</sup> days ( excluding journey period).
- iv. It is expected that the average down time of the item of equipment will be less than of the maximum down time (i.e., defined as number of days for which an item of equipment is not usable because of inability of the supplier to repair it) as mentioned in the form of technical details. In case an item is not usable beyond the stipulated maximum down time the supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for immediate repair / replacement will be liable for penalty of Rs. 100<sup>14</sup> per day. The amount of penalty will be recovered from the performance security guarantee during warranty period. Annual maintenance service contract period, the penalty of Rs.100<sup>15</sup> per item will be recovered from the 2.5% of performance security guarantee charges.

## **14. PAYMENT:**

**100% payment will be made only after receipt of materials, satisfactory installation and demonstration and on satisfactory verification of goods and satisfactory working report received from the concerned consignee only.**

## **15. Prices:**

Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

**16. Contract amendments:**

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the supplier from any liability or obligation under the contract. Sub-contracts shall be only for bought out items and sub-assemblies.

**17. Delays in the Suppliers Performance:**

- a) Delivery of the equipment and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in the schedule of requirements.
- b) If at any time during performance of the contract, the supplier or its sub contractor (s) should encounter conditions impeding timely delivery of the equipment and performance of the services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the suppliers notice, the purchaser shall evaluate the situation and may, at its discretion, extend the suppliers time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.
- c) A delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of liquidated damages.

**18. Liquidated Damages:**

If the supplier fails to deliver any or all of the equipment or to perform the services within the period specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed equipment or unperformed services for each week or part thereof delay until actual delivery or performance, upto a maximum deduction of 10% of the contract price. Once the maximum is reached, the purchaser may consider termination of the contract.

**19. Termination for Default:**

The purchaser shall, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or part:

- a) If the supplier fails to deliver any or all of the equipment within the period specified in the contract, or within any extension thereof granted by the purchaser.
- b) If the supplier fails to perform any other obligations under the contract. If the supplier, in the judgement of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract

For the purpose of this clause:

“corrupt practice” means the offering, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practices among tenderers ( prior to or after tender submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition.

In the event the purchaser terminates the contract in whole or part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, equipment or services similar to those undelivered, and the similar equipment or services. However, the supplier shall continue the performance of the contract to the extent not terminated.

- c) In case of delayed supplies penalty at 2% per week will be levied subject to maximum of 10%.

**20. FORCE MAJEURE:**

- a) The supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b) For purpose of this clause, “Force Majeure” means an event beyond the control of the supplier and not involving the suppliers fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c) If a force majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing,

the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**21. Termination for insolvent:**

The purchaser shall at any time terminate the contract by giving written notice to the supplier, if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**22. Termination for convenience:**

The purchaser by written notice sent to the supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the purchasers convenience, the extent to which performance of the supplier under the contract is terminated, and the date upon which such termination becomes effective.

The equipment those are complete and ready for shipment within 30 days after the suppliers receipt of notice of termination shall be accepted by the purchaser at the contract terms and prices. For the remaining equipment, the purchaser may elect:

- a) To have any portion completed and delivered at the contract terms and prices; and /or
- b) To cancel the remainder and pay to the supplier an agreed amount for partially completed equipment and for materials and parts previously procured by the supplier.

**23. Settlement of Disputes:**

The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

If, after thirty (30) days, the parties failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given

- a) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the equipment under the contract.
- b) Arbitration proceedings shall be conducted in accordance with the rules of procedure.
- c) Notwithstanding any reference to arbitration herein,
  - i) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - ii) The purchaser shall pay the supplier any monies due the supplier.

**24. Limitation of Liability:**

Except in cases of criminal negligence or willful misconduct and in the case of infringement.

- a) The supplier shall not be liable to the purchaser, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the purchaser; and
- b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**25. Governing Language:**

The contract shall be written in English language, English language version of the contract shall govern its interpretation. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in same language.

**26. Applicable Law:**

The contract shall be interpreted in accordance with the laws of the Union of India.

**27.** Tender form and price schedule shall be completed with information including equipment to be supplied, a brief description of the equipment, quantity and prices.

**28.** Tenderer shall indicate on the price schedule the unit prices and total prices of the equipment it proposed to supply under the contract and to offer any discounts available.

( However, tenderers shall quote for the complete requirement of equipment and services specified under each equipment on a single responsibility basis, failing which such tenders will not be considered for award)

**29.** The price of equipment, quoted ( ex-works, ex-factory, ex-showroom, ex-warehouse or off-the shelf as applicable) including all duties and sales and other taxes already paid or payable for the delivery of final destination and should be in Indian Rupees.

**Director,  
E.S.I.S. Med. Services.**

**Signature.....**

**Name.....**

**In the capacity of / on behalf of. ....**

**PLACE:**

**DATE:**

**Full address of the firm with seal.**

**SECTION-IV**  
**SCHEDULE OF REQUIREMENTS**

**PART-I**

<b>Sl no item</b>	<b>Brief Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Delivery Schedule</b>	<b>EMD DECLARATION FORM</b>
1				Delivery in ____ weeks/months from the date of contract	
2				Delivery in ____ weeks/months from the date of contract	
3				Delivery in ____ weeks/months from the date of contract	
4				Delivery in ____ weeks/months from the date of contract	

The consignee list is attached.

**PART-II**

Incidental Services as per clause 11 of Section of GCC



**SECTION- V**

**TECHNICAL SPECIFICATION OF VARIOUS  
DEPARTMENTAL EQUIPMENTS.**

**TECHNICAL SPECIFICATIONS .**

**DETAILED IN ANNEXURE-2 (ATTACHED).**

**Director,  
ESIS Medical Services.**

**SECTION-VI**  
**QUALIFICATION CRITERIA**

**CHECK LIST OF DOCUMENTS TO BE SUBMITTED BY THE  
TENDERER.**

**TENDER - D.**

**SHORT TERM TENDER FOR SUPPLY OF  
VARIOUS DEPARTMENTAL EQUIPMENTS TO  
ESIS HOSPITALS / DIAGNOSTIC CENTERS AS PER THE APPROVAL UNDER  
ESIC PIP - 2020-21.**

**TENDER NOTICE NO.ESIS/EGS/07(TENDER -B)/2018-19,Dt: 25-02-2021**

1. Name and Address of the tenderer:
2. GST Registration Certificate with Clearance certificate for the Three previous year.
3. Equipment specific Authorization letter from the Manufacturer in case of dealer without fail.
4. The certificate of Incorporation/Firm Registration/valid trade license.
5. Stockiest License.
6. Schedule of Declaration.
7. ISO and CE and any other International if additional issued quality certificate of the Equipment quoted.
8. PAN Number of the Firm/ Partner / Owner as the case may be .
9. No. Of years of experience in the field.
10. Details of supplies made during the 3 years to various National/State Government Institutions etc.
12. Manufacture plant details with correct address and contact No. must be submitted ( If Manufacturer)
13. Annual turn over for last five years attested by the concerned Chartered Accountant with seal and signature .
14. Company Pan card details if any .
15. Service centres :-The tenderer should furnish a list of service centres available with full address without fail for each equipment quoted.
16. Satisfactory Certification:-Reports from the users where the quoted equipments is supplied should be given.

17. Manufacturers last 3 years GST clearance and No. of years experience, License photo copy should be given.
18. Acceptance letter for abiding all the terms and conditions of the tender.
19. IT Return, Balance sheet and Profit and Loss Account for the last three years prior to the date of Tender opening i.e. Financial year 2018-2019, 2019-2020, 2020-2021.
20. Purchase order copies in the bidders name for having supplied the quoted equipment to Government Hospitals/ reputed institutions ( if any)
21. A list of full particulars, including available sources and current prices of spare parts, special tools etc, necessary for the proper and continuing functioning of the equipment for a period of 3 years warranty + 05 years CMC after warranty period.
22. Certificate that the quoted items have not been supplied to any other Organization/ Institution at a rate , Lower than quoted here in last 03 months.
23. Self declaration stating that the tender is not black listed with any government / quasi government organization in India and will not supply refurbished equipment.
24. The Documentary evidence establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
25. That in case of tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment manufacturer or producer to supply the equipment in India or is a Authorized dealer of the equipment.
26. If tenderer is manufacturer shall submit The legal status, place of registration, principal place of business of the company or firm or partnership including place and details of manufacturer for the equipment.
27. If tenderer is manufacturer shall submit Details of experience and past experience of the tenderer on equipment offered and on those of similar nature within the past 3 years and details of current contract in hand and other commitments.
28. If tenderer is manufacturer shall submit Documentary evidence established through detailed description of the essential technical and performance characteristics of the equipment.
29. If tenderer is manufacturer shall submit.
30. In case of SSI units of Karnataka Copy to be uploaded.

Date:

Place:

Signature of the tenderer.

**SECTION -VII**  
**TENDER FORM**

Date:

To,  
The Director  
ESISM Services  
Rajajinagar, Bangalore.

Having examined the tender documents including addendas \_\_\_\_ (insert nos) the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver the following items.

- 1.
- 2.
- 3.

(Description of equipment and services) in conformity with the said tender documents for the sum of \_\_\_\_\_ ( Total tender amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of requirements.

If our tender is accepted, we will furnish Performance security for an amount of 5 per cent of the contract price excluding AMC cost in the form as given 4 (b) of GCC valid upto 60 days after the date of completion of performance obligations including warranty obligations for the due performance of the contract.

We agree to abide by this tender for the tender validity period specified in clause 13 (a) of GCC and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in excluding) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per tender documents

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

(Signature)  
(in the capacity of )

Duly authorized to sign Tender for and on behalf of

**SECTION -VII/A  
PRICE SCHEDULE**

**SHORT TERM TENDER FOR SUPPLY OF  
VARIOUS DEPARTMENTAL EQUIPMENTS TO  
ESIS HOSPITALS / DIAGNOSTIC CENTERS AS PER THE APPROVAL UNDER  
ESIC PIP - 2020-21.**

**Part- A price schedule format is available in the e-procurement portal as an inbuilt option, which need not be uploaded as attachment. Tenderer shall fill up price schedule part A on-line.**

**AND CMC RATES FOR 05 YEARS AFTER WARRANTY OF 03 YEARS SHOULD BE QUOTED WITH OUT FAIL WHILE QUOTING RATE OF THE EQUIPMENT, BECAUSE THE AMC RATE WILL BE CALCULATED WHILE CONSIDERING L-1 FIRM.**

**SECTION -VIII**

**EARNEST MONEY DEPOSIT DECLARATION**

I, hereby submit a declaration that the tender submitted by the undersigned, on behalf of the tenderer\_\_\_\_\_ (Name of the Tenderer) shall not be withdrawn or modified during the period of validity or extended period of validity.

I, on behalf of the tenderer\_\_\_\_\_ ( Name of the tenderer) also accept the fact that in case the tender is withdrawn or modified during the period of its validity/ extended validity period or if we fail to sign the contract in case the contract is awarded to us or we fail to submit a Performance Security and Additional Performance Security, If any , before the deadline fixed in the Tender Document, then \_\_\_\_\_(Name of the Tenderer)will be debarred for participation in the tendering process for the Procurement of this Procurement Entity for a period of One Year from the date of default.

(Signature of the Authorized  
Signatory, Official Seal)

**SECTION- IX**  
**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of 20\_\_ between the Director, ESISM Services, Bangalore (hereinafter called "the Purchaser") of the one part and \_\_\_\_\_ (Name of the supplier) of \_\_\_\_\_ ( city and country of supplier) (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain equipment and ancillary services viz., \_\_\_\_\_(Brief Description of equipment and services) and has accepted a tender by the supplier for the supply of those equipment and services in the sum of \_\_\_\_\_(Contract price in words and figures) (hereinafter called "the Contract price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.,
  - a) the Tender form and the price schedules submitted by the tenderer
  - b) the Schedule of requirements
  - c) the tender specifications.
  - d) the General conditions of the contract.
  - e) the purchasers notification of award

1. In consideration of the payments to be made by the purchaser to the supplier as hereinafter mentioned, the supplier hereby covenants with the purchaser to provide the equipment and services and to remedy defects therein conformity in all respects with the provisions of the contract.

2. The purchaser hereby covenants to pay the supplier in consideration of the provision of the equipment and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in manner prescribed in the contract.

Brief particulars of the equipment and services which shall be supplied/provided by the supplier are as under:

SINo	Brief Description of equipment and services	Quantity to be supplied	Unit Price	Total Price	Delivery Terms

\_\_\_\_\_ Total Value

Delivery schedule:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said \_\_\_\_\_(the purchaser)

In the presence of \_\_\_\_\_

Signed, Sealed and Delivered by the

Said \_\_\_\_\_(the purchaser)

In the presence of \_\_\_\_\_

Note: This is only for the information of the tenderer. This is not be filled and submitted/ uploaded. This will be completed and signed after the award of the contract.

**SECTION-X**

**PERFORMANCE SECURITY BANK GUARANTEE FORM**

( To be stamped in accordance with stamp Act if any, of the Country of the Issuing Bank)

To,  
The Director,  
ESIS(M)S  
Rajajiangar  
Bangalore

WHEREAS \_\_\_\_\_ ( Name of Supplier) herein after called “the supplier” has undertaken, in pursuance of contract No \_\_\_\_\_ dated \_\_\_\_\_ to supply \_\_\_\_\_ ( description of Equipment and Services) hereinafter called “the Contract”.

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the suppliers performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the supplier a guarantee:  
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the supplier upto a total of \_\_\_\_\_(Amount of the Guarantee in words and Figures) and we undertake to pay you upon your written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit of \_\_\_\_\_(Amount of Guarantee) without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20

Date: \_\_\_\_\_ 20

Signature & Seal of Guarantors

Address: \_\_\_\_\_

\_\_\_\_\_



**SECTION-XI**  
**MANUFACTURERS AUTHORISATION FORM**

No.....

Dated:.....

To,  
The Director,  
E.S.I.S. (M) Services,  
Rajajinagar, Bangalore – 560 010.

Dear Sir / Madam,

Tender Enq. No..... Date.....

We, ..... who are established and reputable manufacturers of..... (Name of the item) having factories at ..... and ..... do hereby authorize M/s..... (Name and address of agents) to tender negotiate and conclude the contract with you against Enq. No. .... Dt: ..... For the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per General Conditions of Contract for the goods offered for supply against this invitation for tender by the above firm against this enquiry.

Further, we stand guarantee for continuous working of the goods even if the Agencies is transferred / changed.

We also hereby undertake that we shall not supply refurbished goods against this tender.

Yours faithfully,

(Name)  
For and on behalf of M/s  
(Name of the manufacturer)

**Note:-** This letter or authority should be original on the letterhead of the manufacturing concern and should be signed by a persons competent and having the power of attorney to bind the manufacturer.