



No. 40-D-16/15/93/08-Genl.-Vol.II

Date:-

Sub:- Tender Enquiry for supply of four lakhs foam pouch

(NOTE: The envelop containing the tender as well as subsequent communications should be addressed and delivered to “ The Joint Director (In-Charge), ESI Corporation, Sub-Regional Office Barrackpore, Kamarhati, Kolkata-58, West Bengal. All Communications must be addressed to the officer named above by title only (and not by mane.)

To. _____

Sir(s),

Sealed tenders are invited by post / per bearer from bona fide manufacturers / authorized for “Supply of Foam Pouch” as per categories / specifications and / or quantities detailed in the Schedules / Specifications (Annexure-IV) 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 Schedule of contract / specifications of items (Annexure -IV) 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.

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 Tender forms containing the Terms and Conditions (Annexure – I & II) the Tender Application Form (Annexure III) and the Schedule of Contract / specifications of items (Annexure-IV) **Should be returned in original, intact, after filling up the same and duly signing in full with stamp, on each page.**

In the event of the space on the Schedule of contract / specifications of items / proforma 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.

Period for supply of blank Tender Forms and related documents at the Office on all Working Days (Except Saturdays, Sundays and Holidays)	08/12/2009 to 22/12/2009 11.00 AM to 5.00 PM on all working day form Monday to Friday.
Last Date & Time of submission of completed Tender Document in the Tender Box kept in the Office of ESI Corporation, Sub-Regional Office Barrackpore.	23/12/2009 up to 2.00 PM
Date & Time of Opening of Tender	23/12/2009 at 4.00 PM

Joint Director (In-Charge), ESI Corporation, Sub-Regional Office Barrackpore, 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 you shall supply the same / execute the work at the rate quoted by you. Canvassing in any form by the tenderer or his representative with any of the officials of Sub-Regional Office Barrackpore, 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 communication be acted upon immediately / as asked for.

Enclosures:

- Annexure-I (General Tender Terms & Conditions).
- Annexure-II(Special Tender Terms & Conditions).
- Annexure-III(Tender Application Form).
- Annexure-IV(Specifications of items).

Yours faithfully,

Asstt. Director(Gen.)
for Joint Director (In-Charge)

Copy for information and necessary action to:

1. D. D. (Finance), ESI Corporation, Sub-Regional Office Barrackpore,

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.

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

c. If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent with Tender.

d. The Tenderer shall, whenever, called upon to do so, give full information with reference to the services in hand and shall also permit the Joint Director (In-Charge) or any other officer nominated by him to inspect the premises of the tenderer at all reasonable times 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) Individuals 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 firm should sign the tender and subsequent documents.

3. PROCEDURE FOR SUBMISSION OF TENDERS / BIDS:

I. The original copy of tender (Annexure-I to Annexure-IV), duly completed and signed on each page, should be submitted / returned, enclosed along with Tender.

II. The tender documents and the price bid should be enclosed in a double cover and sealed. The covers shall be super – scribed with “**Tender for Supply of Foam Pouch**”

III. The outer cover should also be sealed and addressed to the Joint Director (In-Charge) in the address mentioned herein before.

IV. The right to ignore / reject any tender, which fails to comply with the above instructions is reserved. All outstation tenders should be sent by Registered Post.

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

- I) All should remain open for acceptance of a Period of twelve months from the date of **award of Contract** / tender or for such period as stated in Special Terms & Conditions.
- II) The contract / tender, if awarded, shall be valid **initially for one year from the date of award of Contract** subject to continuous satisfactory performance and on failure on this aspect by the contractor, the Competent Authority will reserve the right to terminate the contract. The period of the contract can be extended for further period at the discretion of the Competent Authority, to a maximum of one year, on terms and conditions of the Corporation, while accepting the tender.
- III) Quotation qualified by such vague and indefinite expressions such as 'subject to immediate acceptance'; 'subject to prior sale' etc. will not be considered.

6. OPENING OF TENDER:

- I) The **tender shall** be opened 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 decision of the committee on technical / price suitability shall be final and shall not be opened for discussion.

7. PRICES:

- I) Prices quoted in the Bid must be meaningful and measurable in the context.
- II) The prices quoted must be per unit shown in the schedule inclusive of all packaging, printing and delivery charges wherever applicable.
- III) 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.
- IV) TDS will be deducted as per rule.
- V) Service Tax will be considered for payment only after submission of proper document.

8. DELIVERY TERMS:

- a) The delivery of the stores / execution of work / providing the services etc. are required **within a period of one month after approval of sample and not later than two months after placing of order.**
- b) The tenderer shall deliver the stores / at the destination / defined to the consignee / authority in good order of which the Joint Director (In-Charge) ESI Corporation, Sub-Regional Office Barrackpore, shall be the sole judge) within the limits of the time as specified and in such quantities / qualities as may be ordered by him from time to time.
- c) Time for 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.

But if the delay shall have arisen from any cause, such as strikes, lockouts, fire accidents, riots etc., which, the Joint Director(In-Charge) ESI Corporation, Sub-Regional Office Barrackpore, may admit it as reasonable ground for further time, the Joint Director(In-Charge) may allow such additional time required by circumstances of the case.

9. 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 Joint Director(In-Charge). In the event of the contractor contravening this condition, Joint Director(In-Charge) be entitled to place the contract elsewhere on the contractors account at his risk and the contractor shall be liable for any loss or damage, which the Joint Director

(In-Charge), ESI Corporation, Sub-Regional office Barrackpore, may sustain in consequence of arising out of such replacing of the contract.

C) **Bid Security / Earnest Money:** The tenderer shall have to deposit an earnest money amount of Rs. 16,000/- (Rupees Sixteen thousand only) along with the tender 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 Fund A/c 1, payable at Kolkata, NO CHEQUES WILL BE ACCEPTED.** In the event of the withdrawal / revocation of tenders before the date specified for acceptance, the earnest money shall stand forfeited. In the event of acceptance of the tender the earnest money may be adjusted towards the amount of security required to be deposited by the contractor in terms of Clause mentioned herein. The earnest money will however, be returned without interest to the tenderer whose tender is not accepted after the finalisation of the tender.

D) **Security Deposit / Performance security:** On acceptance of the tender, within the period specified by the Joint Director(In-Charge), the contractor shall deposit a sum equivalent to 10% (Ten Percentages) of the Bill Value, 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 nationalised bank, in favour of ESI Fund A/c No. 1, payable at Kolkata. **NO CHEQUES WILL BE ACCEPTED** for this purpose. On due performance and successful completion of the contract in all respect, the security money deposited 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 the 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 Joint Director (In-Charge) 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 Joint Director (In-Charge) shall be final and binding on this count.

E) **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 or recoverable under this or any other contract with the purchaser. Should this sum not be sufficient or cover the full amount recoverable, the contractor shall pay to the purchaser on demand the remaining balance due.

F) **Insolvency and breach of contract:** The Joint Director(In-Charge) may at any time by notice in writing summarily terminate the contract without compensation to the contract in any of the following events, that is to say:

- i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements of 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 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.

G. **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 Joint Director (In – Charge). 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:-

1.If the arbitrator be Joint Director(In-Charge), ESI Corporation, Sub-Regional Office Barrackpore

- 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 Joint Director(In-Charge), ESI Corporation, Sub-Regional Office Barrackproe, to appoint another person as arbitrator.

2. If the arbitrator be a person appointed by the Joint Director(In-Charge)

In the event of his denying, neglecting or refusing to act / being unable to act, for any reason, it shall be lawful for the Joint Director(In-Charge) 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 to be referred to arbitrator at all. Upon every and such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of 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 and no payment due to payable by the purchaser shall be withheld on account of Proceedings:-

The venue of arbitration shall be at Kolkata.

In the clause, the expression “The Director General', ESI Corporation means, the Joint Director(In-Charge) for the time being and includes if there be no Joint Director(In-Charge), the officer who is for the time being the administrative head of the ESI Corporation, Sub-Regional Office Barrackpore, whether in addition or otherwise.

For the purpose of the contract including arbitration proceedings there under, the ESI Corporation, Sub-Regional Office Barrackpore, shall be entitled to exercise all the rights and powers of the purchaser.

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

Right to accept / reject : The authority reserves the right to **reject** any or all tender without assigning any reason whatsoever. Also, the authority 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.

I. **Assistance to contractor:** The contractor shall not be entitled to assistance either, in the procurement of raw materials required for the fulfillment of the contract or in the securing of transport facilities.

J. The tenderer should have a permanent place of business in Kolkata and the complete Postal Address, Telephone / Mobile / Fax E-Mail address, etc. should be provided, while submitting the completed tender form.

K. The rates once accepted by the Corporation shall remain unaltered throughout the period of contract, including any extended period.

L. in case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the authority reserves the right to award the contract to the next higher tenderer or outside agency and the difference of price will be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the tenderer.

M. Joint Director(In-Charge) ESI Corporation, Sub-Regional Office Barrackpore, 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 tender or portion of the quantity offered and you shall supply the same / execute the work at the rate quoted by you. You are at liberty to tender for the whole or any part.

N. **Failure and Termination:** If the contractor fails to deliver the stores or any installments thereof within the period prescribed of such delivery in the contract or any time liquidation the contract before the expiry of such period, the Joint Director(In-Charge) may without prejudice to his right to recover damages for breach of the contract, be entitled at his option.

1. To recover from the contractor as agreed liquidated damages, and not by way of penalty a sum equivalent to 2% of the price of any stores which the contractor has failed to deliver within the period fixed for delivery for the schedule for each month or part of the month during which the delivery of such stores may be in arrears, where delivery thereof is accepted after expiry of the aforesaid period, or
2. 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 Joint Director(In-Charge), ESI Corporation, Sub-Regional Office Barrackpore, readily procurable such opinion being final) without canceling the delivery in respect of the consignments not yet due for delivery, or
3. To cancel the contract or a portion thereof, and if so decided to purchase or authorise 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 Joint Director(In-Charge) readily procurable, such opinion being final) at the risk and cost of the contractor.

Asstt. Director(Gen.)
for Joint Director (In-Charge)

SPECIAL TERMS AND CONDITIONS

The following special terms and conditions shall apply for **Printing of Forms and Registers** at ESI Corporation, Sub-Regional Office Barrackpore.

A. GENERAL:

1. **The tenderer should have a permanent place of business in Kolkata and the complete Postal address, telephone / mobile / Fax / E-Mail address, etc. while submitting the completed tender form.**
2. The agency while submitting their tender form shall enclose certified Photostat copies of experience, trade licence essential for carrying out the activities under reference, Sales Tax / VAT and any such other documents specified hereto. Tender form incomplete in any respect and not supported with Earnest Money and the above mentioned requisite documents, will be summarily rejected by the Corporation.
3. The tender application form and related documents along with the Earnest Money is to be submitted in a sealed cover as specified in Annexure – I (General Terms and Conditions) of the tender document and it shall be dropped in the Tender Box kept for the purpose in the Office of the ESI Corporation, Sub-Regional Office Barrackpore at the date and time specified in this document.
4. The Competent Authority reserves the right to reject any or all tenders without assigning any reason whatsoever.

B. INSPECTION / INSTALLATION OF STORES / EQUIPMENT:

Supplies shall be accepted subject to the complete satisfaction of Joint Director(In-Charge). Any defect found in the materials / stores supplied / work done will render the supplies / work open to rejection and decision of the Joint Director(In-Charge), ESI Corporation, Sub-Regional Office Barrackpore, shall be final and legally binding. The rejected store shall **have to be taken back** at their own cost and risk, and such rejections shall be replaced with the items of standard specifications / quality as acceptable to the Authority. Alternatively, the stores may be purchased from others / work may be executed through others, at the risks and costs of the tenderer, at the discretion of the authority.

C. SAMPLES

Wherever applicable / whenever asked, the firms shall have to submit samples of item(s) for verification / inspection, approval, etc., if required 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 proofs / samples, etc. verified / inspected before effecting supply at their own cost. Samples supplied 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 the sample 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.

Samples shall not be returned normally and shall be the property of the ESI Corporation. No payment will be made for samples submitted by the Tenderer.

Asstt. Director(Gen.)
for Joint Director (In-Charge)

TENDER APPLICATION FORM

1	Name of the firm:-	
2.	a	Full Postal Address
	b	Cell Phone No.
	c	Telephone No.
	d	Fax No.
3	Date of Establishment of Firm:-	
4.		If your Firm Registered under:-
	a	The Indian Factories Act:-
	b	Any other Act
5	Name of the Owners along with full address:-	
6	Name and Address of your Bankers stating the name in which the Account stands;-	
7	Whether insured against fire, theft, burglary etc. If so, please state the amount and name of company with policy No.:-	
8	PAN No.:-	
9	VAT No.:-	
10	Total number of Employees:-	
11	ESI No.:-	
12	PF No.:-	
13.	Are you in the list of approved contractors of any other organisations / institutions, if any, give details (Append extra page if necessary):-	
14	Give details of any Government contracts executed during the last twelve months (Append extra page necessary):-	
15	Any other information which you consider necessary to furnish:-	
16	Whether attested photocopies of Trade License, PAN, VAT, other documents enclosed herewith.	YES / NO.
17	Whether Samples enclosed.	YES / NO

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 in India.
- c. The earnest money of Rs. _____ to be deposited by me has been enclosed herewith vide Demand Draft No. _____, Dt. _____ drawn on bank _____, Branch _____.
- d. I/We give the rights to Joint Director (In-Charge), ESI Corporation, Sub-Regional Office Barrackpore, 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 items of desired quality.
- e. There is no vigilance / CBI case or court case pending against the firm.
- f. I hereby undertake to supply the items as per directions given in the tender document / supply order within stipulated period.

Signature of the tenderer:-

Date:-

Full Name:-

Place:-

Designation:-

(Office seal of tenderer)

ANNEXURE IV

SPECIFICATION OF SAMPLE (Please check the sample retained at the Office before quoting):

1. 98mm X 68 mm single pocket ATM cover (Required quantity 4 (four) lacks pieces)
2. Genji foam (as per sample)
3. Machine Welding
4. Outside double foam
5. Inside plastic moulded
6. Black colour
7. Embossing of ESIC logo and name in the Front Side
8. Golden Colour (foil printing) at the back side. Text given below:

Please handle the card carefully.

- 1. Do not fold or scratch.**
- 2. Do not directly expose to sunlight or water.**
- 3. Rs. 25/- will be charged for new card on loss or damage.**

9. Golden Colour (foil printing) at the front side. Text given below:



Logo to be embossed

**EMPLOYEES' STATE INSURANCE CORPORATION
SUB REGIONAL OFFICE BARRACKPORE**