



भारतीय राष्ट्रीय उपभोक्ता  
सहकारी संघ मर्यादित

National Co-operative Consumers'  
Federation of India Ltd.

आजादीका  
अमृत महोत्सव

27, मिर्जा गालिब स्ट्रीट, (चौथी मंजिल), कोलकाता - 700 016, 27, Mirza Ghalib Street, (4th Floor), Kolkata - 700 016

दूरभाष/Phone : 2252-2841, 2252-1839, फैक्स / FAX : 2252-6472

NCCF:KOL:GM:2022-23/62 ई-मेल /E-mail : nccfkolkata@gmail.com

Dated : 10/05/2022

## TENDER NOTICE

Sub. :- Tender for Special Repair Works (Civil) Running bill mode of work execution basis  
at ESIS Hospital, Baltikuri, West Bengal

NCCF, Kolkata intends to participate in the e-Tender floated by Additional Commissioner and Regional Director, ESIC NEW R.O Building, Plot No. 6, GB Block, Salt Lake, Sec-3, Kolkata 700097 for Special Repair Works (Civil) Running bill mode of work execution basis at ESIS Hospital, Baltikuri, West Bengal. NIT is enclosed for kind information please.

Interested enlisted, sound and well experienced Supplier(s) of NCCF are requested to contact with NCCF, Kolkata Branch immediately alongwith Credential / Work Completion Certificate for work on behalf of NCCF within 24/05/2022 (upto 6.00 pm) enabling us to submit the same within stipulated period.

- Rate is to be quoted – CENTAGE CHARGES \*\* for execution, supervision of Special Repair works with above the estimated cost at ESIC, Baltikuri, West Bengal (as mentioned in Section 1 at Page No. 3 of the NIT).
- Selection of Supplier will be made on the basis of Maximum Margin offered for NCCF and lowest rate quoted.
- Other terms and conditions are as per terms of NIT & NCCF (Revised from time to time by our Head Office).
- Qualified supplier is to be deposited Security Deposit (Interest free) to NCCF as per NCCF Guidelines issued from time to time.
- NCCF will be at liberty to distribute the quantity of material/ work (40% maximum) to be supplied among all the technically eligible bidders (bidders who qualify the eligibility criteria and have deposited requisite earnest money alongwith their bids) at the lowest accepted rates by the Tendering organization subject to acceptance of the lowest rates by the bidders other than L1, after acceptance of NCCFs offer by the Tendering Organization.
- NCCF shall be at liberty to terminate the empanelment of the Business Associate if it is found that they have competed with NCCF in a particular bid either directly or in partnership/ JV with some other firm.
- NCCF, Kolkata may accept/ reject the offer without any reason whatsoever.

(Shakti Singh)  
(Shakti Singh)  
Branch Manager

Encl. : as above.

Head Office : NCUI COMPLEX 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016

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**[ SECTION – 1 ]**  
**NOTICE**  
**INVITING**  
**BID**



## कर्मचारी राज्य बीमा निगम

श्रम एवं रोजगार मंत्रालय, भारत सरकार

**EMPLOYEES' STATE INSURANCE CORPORATION**  
(Ministry Of Labour & Employment, Govt. Of India)



क्षेत्रीय कार्यालय कोलकाता / REGIONAL OFFICE KOLKATA

पंचदीप भवन, प्लॉट सं- 6, जी.बी. ब्लॉक सेक्टर -III, सॉल्ट लेक - 97  
PANCHDEEP BHAVAN' Plot -6, GB Block  
Sector-III, Salt Lake, Kolkata-700097,  
Ph. 2236 4451-55/2225 9236, **email Id:** www.esicwestbengal.org

No. C/AG-12/8/Baltikuri/Boundary Wall/2011

Dated, the 02<sup>nd</sup> May, 2022

### **NOTICE INVITING TENDER – NIT No. C/AG-12/8/Baltikuri/Boundary Wall/2011.**

Employees' State Insurance Corporation (ESIC) is an Autonomous Body. ESIC invites online bid offer for Centage Charges \* on percentage basis from eligible Central / State/Public Sector Undertaking (PSU) / Autonomous Bodies for taking up the **Special Repair Works (Civil) Running bill mode of work execution basis at ESIS Hospital, Baltikuri, West Bengal** as mentioned below:

NIT No.	Description of Work	Estimated Cost
Name of the Work	Construction and Repair of Boundary Wall, at ESI Hospital Baltikuri, West Bengal.	Rs. 3,98,13,121/-
	Construction of 02 nos. Security Room, at ESI Hospital Baltikuri, West Bengal.	Rs. 14,26,614/-
	Construction of 02 Nos. Gate with MS Grill, at ESI Hospital Baltikuri, West Bengal.	Rs. 7,67,007/-
	Supply & Fixing of ornamental window grill, at ESI Hospital Baltikuri, West Bengal.	Rs. 19,27,249/-
	<b>Total</b>	<b>Rs. 4,39,33,991/-</b>
Client / Owner	EMPLOYEES STATE INSURANCE CORPORATION	
Date of Tender Document available to parties to download	09/05/22	Time : 13:00Hrs.
Date of start and end of online Pre-Bid queries	Start 09/05/2022	Time 13:00Hrs.
	End 30/05/2022	Time 13:00Hrs.
Starting date of e-tender for submission of online Techno Commercial Bid and Price Bid	09/05/2022	Time : 13:00Hrs.
Closing date of online e-tender for submission of Technical bid and Price Bid	30/05/22	Time : 13:00Hrs.
Date and time of opening of Techno Commercial Bid	31/05/22	Time : 15:00Hrs
Date and Time of opening of Price Bid	Will be communicated separately to the qualified bidders	
Contract Period	12 months	
Validity of Offer	90 days after the last date fixed for submission of bid including the extension (s) given, if any	

\* Centage Charges – As defined in Section – 4: Financial Bid.

*Note: This NIT may also be uploaded in ESIC website and CPP portal etc. for wide publicity.*

Note : Wherever the word “ESIC” is mentioned it refers to Regional Office/Additional Commissioner & Regional Director

1. The intending bidder(s) must read the terms and conditions carefully. They should only submit their bid if eligible and in possession of all the documents required.
2. Information and instructions for bidders available in document shall form part of agreement.
3. The bid document consisting of instructions to bidders, scope of work and other conditions to be complied are available at the website <https://eprocure.gov.in/eprocure/app>.
4. Construction Agency must ensure to quote rate in percentage only in appropriate column up to 2 (two) Decimals and these decimals should be greater than zero.
5. Notwithstanding anything stated above, ESIC reserves the right to assess the capabilities and capacity of the bidders to perform the contract in the overall interest of ESIC.
6. The bidder(s) / are required to quote strictly as per the terms and conditions, specifications, standards given in the bid documents and not to stipulate any deviations.
7. The bidder(s), if required, may submit questions in writing to seek clarifications 24 Hrs before the notified pre-bid meeting date, to the Office of Regional Director or may visit the said office during the office hours on working days and submit.
8. ESIC reserves the right to reject any or all tenders or cancel / withdraw the invitation for Bids without assigning any reason whatsoever and in such case no bidder / intending Construction Agency shall have any claim arising out of such action.

**9. Set of Bid Documents:**

The following documents will constitute set of tender documents:

SECTION-1	Notice Inviting Bid
SECTION-2	Instructions to Construction Agency
SECTION3	Qualifying Criteria
SECTION-4	Financial Proposal

**10. Bidding Process**

Bidding process consists of two stages i.e. Stage – I and Stage – II.

In Stage – I, bidders are required to upload documents pertaining to Qualifying Criteria as mentioned in Section – 3 along with their bid. Technical Bid is opened first and bids are evaluated based on documents uploaded by the respective bidders for Qualifying Criteria. Only uploaded documents along with the Bid is considered for evaluation of Technical Bids.

In Stage – II, financial bids of qualified bidders, who meet the qualifying criteria as mentioned in Section – 3, are opened on the prescribed date and time.

Construction Agency whose Centage Charges are found lowest shall be considered L1 for award of work as per due process.

**11. Mode of Submission**

Construction Agency must submit their online bid of scanned copies duly attested only along with following documents pertaining to Qualifying Criteria and Financial Bid.

- a. Letter of acceptance of terms and conditions of bidding document in the prescribed format as per Annexure – I and undertaking as per format given in Annexure – II.
- b. Certificates of works experience and other documents for annual turnover and other documents of PSU for undertaking works required to establish fulfilment of qualifying criteria
- c. Bid Documents downloaded from website to be signed on each page by authorized representative along with Financial Bid / Proposals (Section – 4) quoted with Centage Charges shall be uploaded.

**\*Note : Regional Office Authorities to amend the condition depending upon the CPPP portal requirement.**

- d. Authority letter issued by the Competent Authority i.e. CMD / MD / Chairman for signing the bid document.
- e. **No Proposals/Documents will be received/uploaded after the prescribed date & time.**

Financial Bid of qualified bidders shall then be opened on prescribed date in presence of bidders or their authorized representatives.

- 12. The bid for the works shall remain open for acceptance for a period of 90 days from the last date of submission of bid including the extension given, if any. In case any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the ESIC, ESIC shall, without prejudice to any other right or remedy, be at liberty to debar them from participation. Further, they shall also not be allowed to participate in the re-bidding, if any.
- 13. The acceptance of any or all bid(s) will rest with the ESIC who does not bind itself to accept the lowest bid and / or reserves to itself the right to reject any or all of the bids received without assigning any reason thereof.
- 14. Date of Start of work shall be reckoned from details in award letter or handing over of site whichever is later. Signing of Contract Agreement and submission of valid Performance Bank Guarantee shall be followed with.
- 15. The Award of work, Execution and Completion of work shall be governed by documents consisting of (but not limited to) Letter of Award / Work Order, Bid, MoU and Bid Document. The bidders shall be deemed to have gone through the various conditions while making / preparing their proposal & submitting the Bid.
- 16. In case, any misrepresentation / falsification is noticed in copies of documents submitted, then the bid submitted shall become invalid. ESIC shall, without prejudice to any other right or remedy, be at liberty to disallow the agency from future participation.

Sd/-

(Regional Director)

## **Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:  
<https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

### **SEARCHING FOR DOCUMENTS**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

1. Bidder should consider any corrigendum published on the tender document before submitting their bids.
2. Bidder to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
4. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
5. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
6. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
7. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **ASSISTANCE TO BIDDERS**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.



**[ SECTION – 2 ]**

**INSTRUCTIONS**

**TO**

**CONSTRUCTION**

**AGENCY**

## INSTRUCTIONS TO CONSTRUCTION AGENCY

### 1. INTRODUCTION

- 1.1 The Central/ State Govt Organization / Public Sector Undertaking (PSU's) are only eligible to participate in the Bid.
- 1.2 Construction Agencies are invited to submit a financial bid along with documents pertaining to qualifying criteria. The bid will be the basis of technical discussions / negotiations, if required and ultimately for a signed Contract/MoU with the selected Construction Agencies on Running Bill mode of work execution basis.
- 1.3 Construction Agencies should familiarize themselves with local conditions and take them into account in preparing their Proposals. Construction Agencies must visit the site before submitting a proposal. Construction Agency or his authorized representative should contact the following regarding site specific information and site visit enquiry, if required.

**Contact Person** : **Regional Director/Executive Engineer (i/c)**

**Address** : **Regional Director, Regional Office, West Bengal, ESIC**  
**GB Block, Sec III, Salt Lake, Kolkata 700097**

**Fax** : **033- 23351956**

**Phone** : **033- 22364451**

**E-Mail** : **<rd-westbengal@esic.nic.in>**

- 1.4 (a) The ESIC will provide all the available inputs to the Construction agencies. However, ESIC does not assume any responsibility for any loss or financial damages on account of use of such information by Construction agencies. Construction Agencies are advised to collect at their own information for preparation, submission of bids & execution of services before award of work. (b) The Construction Agencies shall be responsible for obtaining licenses and permits to carry out all the works.
- 1.5 Construction Agencies shall bear all cost associated with the preparing and submission of their proposals and contract negotiation, site visits etc. The ESIC is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to award, without incurring any liability to the Construction Agencies.

### 1.6 Conflict of Interest

- 1.6.1 ESIC policy requires that Construction Agencies provide professional, objective, and impartial advice and at all times hold the ESIC's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 1.6.2 (i) Without limitation on the generality of the foregoing, Construction Agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below :

#### **Conflicting Relationship**

- (ii) Construction Agencies ( including its Personnel and Sub – contractors ) that has a business or family relationship with ESIC staff / Member of the Corporation who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the ESIC throughout the selection process and the execution of the Contract.

1.6.3 Construction Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the ESIC, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Construction Agencies or the termination of its Contract any time throughout currency of the work.

1.6.4 No employee of the ESIC shall work for Construction Agency. Recruiting former employees of the ESIC to work is not acceptable to ESIC.

### **1.7 Fraud and Corruption**

1.7.1 The ESIC requires that the Construction Agencies participating in selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the ESIC :

- (a) Defines, for the purpose of this paragraph, the terms set forth below : “Corrupt Practice” means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection process or in contract execution;  
“Fraudulent Practice” means a wilful misrepresentation or omission of facts or submission of fake / forged Documents in order to influence a selection process or the execution of a contract;  
“Collusive Practices” means a scheme or arrangement whether formal or informal, between two or more Cas with or without the knowledge of the ESIC, designed to establish prices at artificial, non-competitive levels, submission or non-submission of Bids;  
“Coercive Practices” means harming or threatening too harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) ESIC will reject a proposal for award if it determines that the Construction Agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question ; and
- (c) ESIC will take necessary action against the Construction Agency, including declaring the Construction Agency ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time it is determined that the Construction Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.

### **1.8 Proposal Validity**

The Construction Agencies offer shall remain valid for 90 days after the last date fixed for submission of bid including the extension (s) given, if any.

### **1.9 Final Decision-Making Authority**

Additional Commissioner & Regional Director reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

### **1.10 Brief Description of work as per details given in Annexure – III**

## **2. CLARIFICATION AND AMENDMENT OF BID DOCUMENTS**

2.1 Construction Agencies may request for a clarification in respect of the Bid documents not later than 2 days before the pre-bid meeting date. Any request for clarification must be sent in writing, or by standard electronic means to the ESIC email address i.e. anuj.gupta2@esic.nic.in.

The ESIC will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without disclosing the source of query ) to all

Construction Agencies. Should the ESIC deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure under Para 2.2.

However, ESIC reserves the right to respond to the queries after cut-off date as mentioned above.

2.2 At any time before the submission of bid, ESIC may modify / amend the bid document and extend the last date of submission / opening of the bid by issuing a corrigendum / addendum.

Any Corrigendum / Addendum thus issued shall form part of bid document. To give the construction Agency reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, ESIC may at its discretion, extend the deadline for the submission / opening of the bid.

### **3. PREPARATION OF BID PROPOSAL**

3.1 In preparing their offer to bid document, Construction Agencies are expected to examine in detail the bid document. The bid shall contain documents stipulated in the bid document.

3.2 The bid proposals, all related correspondence exchanged between the Construction agencies and ESIC and the contract to be signed after award shall be written in the English Language. **If required in Hindi/Local languages necessary translations and other requirements of certificated may be done at Regional Office level.**

3.3 Documents pertaining to Qualifying Criteria

Bidder shall have to furnish header line in all the relevant document duly signed on each page on the uploaded documents pertaining to “Qualifying Criteria” as mentioned in Section – 3 of bid document.

#### **3.4 Financial bid Proposals**

Bid document duly signed on each page by person duly authorized along with Financial Bid as per Section – 4 duly quoted shall be uploaded/filled in online (whichever provision provided in CPPP portal) and shall not include any commercial or technical condition / information. Conditional bid shall be rejected summarily.

### **4. SUBMISSION, RECEIPT AND OPENING OF BIDS**

4.1 The original bid including Financial Bid, shall contain non interlineations or overwriting, except as necessary to correct errors made by the Construction Agency. The person who signed tender documents must initial such corrections.

4.2 An authorized representative of the Construction Agencies shall only sign the bid documents. The authorization shall be in the form of a legally enforceable written power of attorney duly authorized as mentioned in clause no. 13(d) of NIT and shall be submitted along with bid.

4.3 The ESIC shall open the bid containing documents pertaining to Qualifying Criteria after the deadline and for verification from the originals if any, the Financial bid shall remain securely stored.

### **5. BID Evaluation**

5.1 Evaluation of Qualifying Criteria

Qualifying Criteria shall be examined and evaluated by the Committee duly constituted by competent authority based on documents uploaded on CPPP portal. No documents furnished or made available after last date of submission of bid shall be considered for evaluation for meeting qualifying criteria for opening of financial bid.

5.2 Evaluation of Financial Bid

5.3.1 After the Qualifying Criteria evaluation is completed, the ESIC shall notify in writing to those Construction Agencies who have qualified. Construction Agency’s may attend the opening of Financial bid however the same is optional.

5.3.2 The Financial bids of the qualified Construction Agencies shall then be opened in the presence of the Construction Agency’s representatives who choose to attend on the date, time and place as mentioned in the NOTICE. The financial bids shall be examined by a Committee duly constituted by Competent Authority.

5.3.3 The final selection shall be based on evaluation of the bids by the Committee constituted for the purpose.

## 6. AWARD OF CONTRACT

6.1 The work shall be generally awarded to the L – 1 Construction Agency whose Centage Charges are found lowest as per due process subject to terms and conditions.

In case the Lowest quoted Centage Charges by Construction Agency of two or more participating firms is the same, in spite of condition mentioned at clause no. 5 of the NIT, the decision of the Regional Director will be final on the process/mode of selection.

The successful bidder shall have to execute the Contract Agreement/MoU as per Standard Contract Agreement/ MoU attached with the bid document as **Annexure – IV** for taking up construction for this project with ESIC.

Construction Agency has to follow CVC guidelines for awarding/selection of the work to contractors if the work is not executed by them departmentally.

6.2 The successful Construction agency for the purpose of execution of work, progress review and monitoring, shall submit, a detailed work schedule and PERT / CPM indicating completion of all major activities as per the milestones indicated for completion of such activities in the Standard Contract Agreement forming part of Bid Document for consideration and approval by the ESIC. This approved schedule / network shall be pre – requisite for signing of the Contract Agreement and shall form part of the Contract Agreement.

6.3 **Performance Bank Guarantee:** The successful agency shall submit performance guarantee in the form of Bank Guarantee @10% of the budgeted amount and to be kept valid for one and half year from the date prescribed in the bid or adjustment of expenditure statement for the year of the work awarded, whichever is earlier.

## 7. CONFIDENTIALITY

Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the Construction Agencies who submitted the tender or to other persons not officially concerned with the process. The undue use by any Construction Agency of confidential information related to the process may result in the rejection of its tender and may be debarred from participating in future tenders.

8. **Default of Contractor:** If the performance of the contract is not satisfactory and not corrected within 15 days of receiving notice, then Regional Director shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Agency.

9. **Amicable Settlement of Disputes:** The party shall use their best efforts to settle amicably all disputes arising out of or in connection this contract or the interpretation thereof.

10. **Disputes :** Any dispute and differences relating to the meaning of the specifications designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of work or after the completion or abandonment thereof in respect of which :-

Amicable settlement has not been reached. The dispute shall be referred to the sole decision of the Chief Engineer, ESIC whose decision shall be binding on both the parties.

In case of dispute still persisting, the matter will be referred for settlement as per Govt. India Guidelines issued vide O.M. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 (as updated or latest amended) on administrative mechanism for resolution of CPSE disputes, through DG, ESIC.

11. **Integrity Pact:** The agency shall submit the pre-contract integrity pact as per the **Annexure-V** duly sealed and signed by the authorized person of the agency along with the technical bid.

**[ SECTION – 3 ]**

**QUALIFYING  
CRITERIA**

1. The interested Construction Agencies i.e. Public Sector Undertaking set up by Central / State Government to carry out civil or electrical work or any other Central /State Government Organization / PSU which may be notified by MoUD are eligible for participation in the bidding process should meet both the following minimum qualifying criteria:
  - i) **Works Experience:**

Experience of executing similar works (completed” / ongoing “) as given below during the last 07 years ending last day of the month previous to the one in which applications are invited:

Three similar works each costing not less than the amount equal to 40 % of estimated / Budgeted cost,

OR

Two similar works each costing not less than the amount equal to 50 % of the estimated / Budgeted cost,

OR

One similar work costing not less than the amount equal to 80 % of the estimated / Budgeted cost.

# For similar completed works the final cost as mentioned in the completion certificate issued by competent authority i.e. authorized person of client/department shall be considered for determining the costing as mentioned above for evaluating the qualifying criteria

## For similar ongoing works the original cost as given in the sanction order of the work shall be considered with a certificate issued by the Competent Authority of the department for satisfactory performance for determining the costing as mentioned above for evaluating the qualifying criteria.
  - ii) Annual Turnover: Average annual financial turnover of Construction Agency should not be less than 30 % of estimated cost during the immediate last 03 consecutive financial year. This should be duly certified by Chartered Accountant along with audited Balance Sheets and P & L account.
2. Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has:
  - (a) Made misleading or false representation or deliberately suppressed the information in the forms statements and enclosures required in the eligibility criteria document.
  - (b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.
3. Documents to be furnished for evaluation of bids:
  - i) Attested copies of G.O. /Orders issued by the Central/State Govt. for establishment of the PSU authorizing for carrying out civil, electrical & building works with applicable jurisdiction.
  - ii) Copies of certificates in respect of completion of similar works to establish eligibility as mentioned para 1 (i) of this section.
  - iii) Certificate from Chartered Accountant mentioning financial turnover of last 3 (three) years to establish eligibility as mentioned para 1 (ii) of this section. ESIC reserves the right to seek further details beyond date of opening of bid pertaining to qualifying criteria.
  - iv) Details in form of the chart mentioning the strength of the organizational setup in the respective state where the ARM works to be undertaken.
  - v) Undertaking to submit and to sign an MoU as per the Annexure-IV.
  - vi) All the above documents and relevant documents to signed by Authorized person as stipulated in clause 13(d) of NIT.

**[ SECTION – 4 ]**

**FINANCIAL  
PROPOSAL**



## Annexure A

### FINANCIAL PROPOSAL

**NAME OF WORK:** Special Repair works with above the estimated cost at ESIC, Hospital, Baltikuri, West Bengal (As mention in Section 1 at page no. 3).

**NAME OF CONSTRUCTION AGENCY:**

S.No.	Description	Centage Charges *
		(in figures & words)
1.	<b>CENTAGE CHARGES ** for execution, supervision of</b> Special Repair works with above the estimated cost at ESIC, Hospital, Baltikuri, West Bengal (As mention in Section 1 at page no. 3).	_____ % ****

Seal of the Organization

**Signature of the Authorized Signatory \*\*\*\***

**\*To be quoted in percentage of estimated cost with two decimal places greater than zero both in figures and words distinctly.**

**\*\* Centage Charges means charges on the value of work executed or estimated cost whichever is lower including establishment/execution charges & taxes if any as per Contract Agreement/MoU.**

**\*\*\* ESIC shall be fully within its powers to test the reasonability of quoted Centage Charges against the benchmarks.**

**\*\*\*\* Authority letter from the Competent Authority i.e. CMD / MD / Chairman for signing the Bid Document is to be enclosed. Stamp impression must show the Name, Designation, Office etc.**

**ACCEPTANCE OF BID CONDITION**

**( On the Letter Head of the Organization )**

**To**

**The Regional Director,  
ESI Corporation,**

.....

.....

SUB: Special Repair works with above the estimated cost at ESIC, Hospital, Baltikuri, West Bengal (As mention in Section 1 at page no. 3).

REF: Bidding Document No. **C/AG-12/8/Baltikuri/Boundary Wall/2011**

Sir,

1. With reference to above, I / We are pleased to submit our bid / offer for the above work and I / We hereby unconditionally accept the terms & Conditions of Bid Documents and Standard Contract Agreement / MoU in its entirety for the above work.
2. I / We are eligible to submit the bid for the above work and I / We are in possession of all the required and relevant documents.
3. I / We have read all the terms and conditions of the **STANDARD CONTRACT AGREEMENT / MoU** as well as Bid Document and agree to sign the same in case of award of work.
4. I / We have submitted all the documents as per Notice Inviting Bid.
5. I / We undertake and confirm that similar work ( s ) has / have got executed in \_\_\_\_\_ Departments/ Govt. Organizations. Further that, if such a violation comes to the notice, then I / We shall be debarred for bidding in future forever. Also, if such a violation comes to the notice of ESIC before date of start of work, the ESIC shall be free to forfeit the entire amount of Performance Guarantee.
6. I / We have separately enclosed an undertaking in the format as per Annexure – II.

Yours faithfully,

( Signature of the Authorized Representative )

With Rubber Stamp

Dated : \_\_\_\_\_

Place : \_\_\_\_\_

Note : This letter shall be signed by the authorized officer of the organization having valid authority letter from competent authority i.e. CMD / MD / Chairman.

**UNDERTAKING**

**( On the Letter Head of the Organization )**

**To**

**The Regional Director,  
ESI Corporation,**

.....  
.....

**SUB: Special Repair works with above the estimated cost at ESIC, Hospital, Baltikuri, West Bengal (As mention in Section 1 at page no. 3).**

**REF: NIT – C/AG-12/8/Baltikuri/Boundary Wall/2011**

**Sir,**

We undertake that –

1. I / We have no business or any other relationship with any of the ESIC Staff / Member of the Corporation.
2. I / We have not employed any former employee of ESIC to work for our organization.

Or

I / We have employed ESIC Staff / Member of the Corporation as per list attached to work for our organization and certify that there is no conflict of interest.

3. I / We have not been debarred or blacklisted by any department / Organization to execute their works.
4. I / We have not suppressed or concealed any information pertaining to works executed by us.
5. I / We have not made any misleading or false representation or deliberately suppressed information in the form of statements and enclosures required for eligibility criterion.
6. I / We have not abandoned any work and left work incomplete due to financial failures / weaknesses or have a record of poor performance.

Yours faithfully,

( Signature of the Authorized Representative )

With Rubber Stamp

Dated : \_\_\_\_\_

Place : \_\_\_\_\_

Note : This undertaking should be signed by the authorized officer of the organization having valid authority letter from competent authority i.e. CMD / MD / Chairman.

### **Brief Description & Scope of Work**

Employees' State Insurance Corporation (ESIC) is an autonomous body under the aegis of the Ministry of Labour and Employment, Government of India. It is proposed to enter into an agreement/MoU with the selected eligible Public Sector Undertaking set up by Central / State Government to carry out civil or electrical work or any other Central /State Government Organization / PSU which may be notified by MoUD for execution **Special Repair works with above the estimated cost at ESIC, Hospital, Baltikuri, West Bengal (As mention in Section 1 at page no. 3).**

#### **Preliminary Estimated Cost :**

Sl. No.	Description of Work	Preliminary Estimate Cost
1	Construction and Repair of Boundary Wall, at ESI Hospital Baltikuri, West Bengal.	Rs. 3,98,13,121/-
2	Construction of 02 nos. Security Room, at ESI Hospital Baltikuri, West Bengal.	Rs. 14,26,614/-
3	Construction of 02 Nos. Gate with MS Grill, at ESI Hospital Baltikuri, West Bengal.	Rs. 7,67,007/-
4	Supply & Fixing of ornamental window grill, at ESI Hospital Baltikuri, West Bengal.	Rs. 19,27,249/-
	<b>Total</b>	<b>Rs. 4,39,33,991/-</b>

#### **Note:**

- A. Above mentioned amounts are only preliminary estimated amount. Before bidding, agencies must visit the site for actual scope of work and accordingly detailed estimates are to be prepared separately after getting award of work.**
- B. The details of procedures, instructions, conditions, norms & yardsticks etc. shall be in accordance to GFR and CVC guidelines issued time to time. Accordingly, necessary applicable conditions, procedures may be included in the bid documents.**
- C. Additional points if any for compliance of local statutory/site conditions etc. may please be added to this special condition.**
  - The Working Staff should be professionally qualified and must be trained.
  - Working Sites should be kept clean and free from any hindrances due to construction work for patients and staff of the hospital.
  - Conditional bids if any shall summarily be rejected.

Sd/-  
Regional Director  
**Employees' State Insurance Corporation,**  
**(Address & Phone No., E-mail etc. to be inserted)**

AGREEMENT

Contract Agreement

(To be signed between ESIC and the Contractor on Non – Judicial Stamp Paper of minimum Rs. 100/-)

This Agreement (hereinafter referred to as the “Contract Agreement”) is made on between

Employees’ State Insurance Corporation ( hereinafter call the ‘Client’ or “ESIC”, which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns ) of the One Part and M/s ..... ( hereinafter called the ‘Contractor’ which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns ) of the Other Part ( the client and the Contractor are hereinafter collectively referred to as “Parties” and singly as “First Party and “Second Party” respectively ).

Whereas

Name of work: **“Special Repair works with above the estimated cost at ESIC, Hospital, Baltikuri, West Bengal (As mention in Section 1 at page no. 3).”**

- A. The Contractor has participated in the bidding process (conducted by the Client through e-tendering mode) based on their professional expertise and having possessed the required technical competence and financial capability for fulfilling the requirements of the Client.
- B. The Client after due evaluation of the bids has agreed to award the contract for the above work to M/s .....subject to and on terms and conditions set forth in this Contract Agreement.

NOW THEREFORE, THE PARTIES HERETO HEREBY AGREE AND THIS CONTRACT WITNESSTH AS FOLLOWS:

**1. Definitions and Interpretation**

In the Contract, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- (i) “Employer” means the ESIC and the legal successors in title to ESIC.
- (ii) “Engineer” means the person appointed by ESIC to act as Engineer for the purposes of the Contract.
- (iii) “Contractor” / bidders / Tenderer means an individual or firm (proprietary or partnership) whether incorporated or not, that has entered into contract (with the employer) and shall include his / its heirs, legal representatives, successors and assigns. Changes in the constitution of the firm, if any shall be immediately notified to the employer, in writing and approval obtained for continued performance of the contract.
- (iv) Market Rate shall be the rate as decided by the Engineer on the basis of the cost of the materials and labour at the site where the work is to be executed plus the percentage to cover all overheads and profits as mentioned in the Contract.
- (v) “Contract” shall mean this Contract Agreement together with all Appendices and other relevant documents in accordance with the provisions contained in this regard in this Contract.
- (vi) “Contract Price” shall mean the quoted price / amount by the Contractor in the financial bid and agreed between the Parties.
- (vii) “Drawings” means all the completion drawings, calculations and technical information of a like nature provided by the Engineer to be Contractor under the Contract and all drawings, calculations, samples, patterns, model Repair and Repair and Maintenance manuals and other technical information of a like nature submitted by the contractor and approved by the Engineer.
- (viii) “Bill of Quantities” means the priced and completed bill of quantities Forming part of the tender / bid.
- (ix) “Tender” means the Contractor’s priced offer to the Client for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the contract, as accepted by the Letter of Acceptance. The work Tender is synonymous with “Bid” and the words “Tender Documents” with “Bidding Documents”.

- (x) Client's Requirements shall mean the broad requirements of ESIC set forth hereto and which in relation to the work, are required to be fulfilled and complied with by the Contractor in terms of this Contract.
- (xi) General Conditions of Contract or GCC shall mean the General Conditions of Contract as set forth in this Contract.
- (xii) Particular Conditions of Contract or PCC shall mean the particular conditions of Contract as set forth in this Contract.

**2. Time for Completion**

The work shall be for a period as mentioned in Schedule "F" or as mentioned in the letter of commencement and shall start from the date issue of letter commencement and shall stand terminated after the expiry of time period unless it is mutually extended.

**3. Extension of Time for Completion**

The contract may be extended on the written mutual consent of both Employer and Contractor for a further period. However, employer reserves its right to terminate the Repair and Repair and Maintenance contract by giving 15 days' notice at any time during the currency of the contract if the services of the agency are not satisfactory as per the opinion of employer or its representative. No escalation payment shall be made by ESIC either during initial contract period of one year or in extended period and the work shall have carried out by the Contractor as the same price / cost as quoted by higher earlier under the ambit of the Contract Agreement.

- 4. The work shall mean the sum of the obligations and works to be performed and undertaken by the contractor including planning, safety precautions, required tools, tackles and plants and the completion of individual item of work in all respects under and in accordance with the Contract and shall include all materials and things to be supplied / done and services and activities to be performed or provided by or which may be reasonably implied there from and necessary for execution and completion of the work by the Contractor pursuant to and in accordance with this Contract.
- 5. No modifications or amendment to this Contract including any of the Appendices hereto shall be valid and effectual unless expressly agreed as an amendment thereto and is in writing and dated and duly executed by the authorized representatives of the Parties thereto.

6. In the event of any conflict or inconsistency between any provision of this Contract Agreement and any of the Appendices, the provisions of this Contract shall prevail.
7. In the event of any conflict or inconsistency between any provisions of SCC and GCC, the provisions of SCC shall prevail.
8. This Contract Agreement and the following documents attached hereto shall be deemed to form an integral part of this Contract.

1.	SECTION-1	Notice Inviting Bid
2.	SECTION-2	Instructions to Construction Agency
3.	SECTION3	Qualifying Criteria
4.	SECTION-4	Financial Proposal

9. Execution of the Works: The Contractor agrees and undertakes to execute the work, complete in all respects, under and in accordance with this Contract.

#### 10. Rights and Obligations of the Parties

- 10.1 The mutual rights and obligations of the Client and the Contractor shall, without prejudice to the following, be as set forth in the Contract:

- (a) In consideration of the payments agreed to be made by the Client to the Contractor as set forth in this Contract, the Contractor hereby covenants with the Client and agrees and undertakes to perform the Works including planning, designing, and executing the whole or part of the work by using required tools, tackles and plants and by observing due safety precautions for completing the assignment / the work in all respects with due diligence and to remedy any defects or deficiencies therein, in accordance with the provisions of the Contract ; and
- (b) The Client hereby covenants to pay to the Contractor in consideration of his performance in terms and under this Contract, the contract price at the times and in the manner prescribed in the Contract.

- 10.2 With reference to the Contract Price, the Contractor acknowledges and confirms that

- (i) The price quoted by the Contractor in the financial bids to this Contract are firm and fixed and not subject to any escalation and is **inclusive of all applicable taxes, levies, cess** etc. otherwise exclusively illustrated in the offer of NIT.
- (ii) All taxes on the income of the Contract shall be borne and be the liability of the Contractor and the Client shall not be liable for the same in any manner whatsoever.



**11. DISCLAIMER**

It is expressly understood and agreed by and between the Contractor and the client that the Client is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Contract and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Client is an Independent Legal entity with power and authority to enter into contracts solely on its own account under the applicable laws. The Contractor expressly agrees, acknowledges and understands that the Client is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any claim, cause of action or thing whatsoever arising out of or under this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of ESIC

For an on behalf of Contractor

.....

.....

Name :

Name :

Designation :

Post :

Address :

Address :

Official Seal

Official Seal

Witness :

Witness :

Signature :.....

Signature : .....

Name :

Name :

Address :

Address :

**Signature Not Verified**

Digitally signed by ANUJ KUMAR GUPTA  
Date: 2022.05.09 16:27:25 IST  
Location: eProcure-EPROC

