



ESI-PGIMSR, ESIC MEDICAL COLLEGE &
EMPLOYEE'S STATE INSURANCE CORPORATION HOSPITAL & ODC (EZ)
(A Statutory Body Under Ministry of Labour, Govt. of India)
DIAMOND HARBOUR ROAD, P.O.: JOKA, KOLKATA-700 104
An ISO 9001:2008 Certified
Fax: 033 2467 2795, Phone: 033 2467 2799 / 6280 / 1764

E-TENDER NO. 62/2017

Tender No. 412.W.11/17/ESIC/Elec/computer DG/97 HK

Dated: 27.11.2017

Sub: Invitation of E-tender for Supply fitting, fixing, Installation and commissioning of Electrical Panels VRV Based Air-Conditioning System at ESIC Medical College & Hospital Joka.

Important Instructions for Bidders regarding Online Payment

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

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

Bidders should add the below mentioned sites under Internet Explorer -> Tools -> Internet Options -> Security -> Trusted Sites -> Sites of Internet Explorer :

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

Also, Bidders need to select "Use TLS 1.1 and Use TLS 1.2" under Internet Explorer -> Tools -> Internet Options -> Advanced Tab -> Security.

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

Bidders can contact our Helpdesk at <https://esictenders.eproc.in/html/Support.asp>



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E-TENDER NO. 62/2017

Tender No.No.412.W.11/17/ESIC/Elec/Computer DG/97 HK

Dated: 27.11.2017

Sub: Invitation to Open E- Tender for Supply, fitting, fixing, installation & commissioning of Electrical Panels VRV Based Air-Conditioning System at ESIC Medical College & Hospital Joka.

From:

The Dean,
ESIC Hospital & O.D.C. (E.Z),
Diamond Harbour Road,
P.O.: Joka, Kolkata: 700 104.

To: _____

Sir(s),

The Dean invites open e-tender for Supply, fitting, fixing, Installation & commissioning of electrical panels VRV Air-conditioning system. 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), specifications of items/plant (Annexure IV), and the Schedule of contract/proforma for quoting rates (Annexure-V) 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.

E-Tenderers are requested that, before quoting their rates or filing tender, the tender form may please be read out thoroughly (line by line), otherwise purchaser will not be held responsible for any error / oversight of his own.

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

All the payment shall be made by Demand Draft drawn in favour of ESI Fund A/c No.1, payable at kolkata; Cheques/cash will not be accepted.

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

Dean, ESIC Hospital & ODC (E.Z), Joka, does not pledge himself to accept the lowest or any e-tender and reserves the right of accepting or rejecting the whole or any part of the tender without assigning any reason there of and you shall supply the same / execute the work at the rate quoted by you.

Acceptance by the e-Tenderer shall be communicated in due course. You are requested that the instructions contained in the said communication should be acted upon immediately / as asked for.

THE FIRM IS REQUESTED TO FOLLOW THE CHECK LIST AT THE TIME OF SUBMISSION OF E-TENDER DOCUMENT AND UPLOAD & SUBMIT THE DOCUMENTS,WITHOUT WHICH THE OFFER IS LIABLE TO BE CANCELLED

CHECK LIST/Eligibility Criteria		
1	Earnest Money Deposit by Demand Draft only	Uploaded & Submitted [Yes/No]
2	Valid Trade Licence	Uploaded & Submitted [Yes/No]
3	PAN/TAN other statutory documents	Uploaded & Submitted [Yes/No]
5	IT returns for last current years 2017-18	Uploaded & Submitted [Yes/No]
6	GST Registration Certificate.	Uploaded & Submitted [Yes/No]
7	Warranty Certificate one year	Uploaded & Submitted [Yes/No]
8	Valid Electrical contractor Liance.(Including SS certificate)	Uploaded & Submitted [Yes/No]
09	Name & address of Service Centre in KOLKATA	Uploaded & Submitted [Yes/No]
10	Whether hard copies of uploaded tender documents have been deposited in tender box located near Medical Superintendent Office of ESIC Hospital Joka, before closing date and time.	[Yes/No]

Note: If valid trade licence constitutes/consists of more than one certificate/page then all pages are to be enclosed failing which tender is liable to be cancelled.

Enclosures:

- **Annexure – I (General Tender Terms & Conditions)**
- **Annexure – II (Special Tender Terms & Conditions)**
- **Annexure – III (Tender Application Form)**
- **Annexure – IV (specifications)**
- **Annexure – V (Price bid)**

Yours faithfully,

Dean



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GENERAL TERMS AND CONDITIONS

Period for submission of e-Tender form through e-procurement portal of ESIC- https://esictenders.eproc.in .	From 22.02.2018 to 15.03 .2018 Upto 2.00 PM
Pre-Bid Meeting	22.02.2018 & 26.02.2018 at 2.30 PM
Last date and time for submission of e-tender	15.03.2018 upto 2.00 PM
Date and time for opening of bid	15.03.2018 at 2.30 PM
Bid Security / Earnest Money	Rs. 26,000.00
Performance security / Security Deposit Money	A Sum equivalent to 10 % of the bill value

1. PREPARATION OF E- TENDER:

The e-Tenderer shall give full assistance and information as may be required in connection with the contract to the Dean or any other officer nominated by him to inspect the premises of the e- tenderer at all reasonable times.

2. SIGNING OF e-TENDER:

- a) The e-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 and also to the particulars referred to in the conditions of contract so as to comply with them.
- b) Individuals signing e-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 authorised by all of them or the Manager of the firm should sign the tender and subsequent documents.

3. LATEST HOUR FOR RECEIPT OF THE E-TENDER:

E-Tender shall be submitted within the stipulated date and time. 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.

4. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

- i) All e- tenders should remain valid for acceptance for a **period of twelve months** from the date of opening of the tender or for such period as stated in Special Terms & Conditions.
- ii) The contract / tender, if awarded, shall be valid **for one year from the date of award of Contract** subject to continuous satisfactory performance. On failure on this aspect by the contractor, the Competent Authority will reserve the right to terminate the contract.
- iii) Vague and indefinite expressions such as 'subject to immediate acceptance'; 'subject to prior sale' etc in the e-tender documents will not be considered, i.e. conditional tender is liable to be rejected.

5. OPENING OF E- TENDER:

The e-tender shall be opened on the date and time mentioned here in the document.

6. PRICES:

Prices quoted must be meaningful and measurable in the context.

Price must be clearly shown in **figures and words in Indian Currency**. In case of any discrepancy between figures and words, words will prevail.

E-Tenderers should clearly specify whether prices quoted are inclusive of duties/statutory charges or such charges as extra. Where no specific mention is made other duties, prices quoted shall be deemed to be inclusive of such taxes/charges.

7. DELIVERY TERMS

- a) The delivery of the stores / execution of work / providing the services etc. are required within a period as specified and as the place mentioned therein.
- b) The e-tenderer shall deliver the stores/ execute the work at the destination / space defined to the consignee / authority in good order (of which the Dean, ESIC Hospital & ODC (EZ), Joka, Kolkata shall be the sole judge) within the limits of the time as deemed reasonable and specify in such quantities/qualities as may be ordered by him from time to time.
- c) 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.
- d) The Dean may allow additional time under special circumstances such as strikes, lockouts, fire accidents, riots etc.

8. INSPECTION OF STORES /WORK:

Supplies shall be accepted/work shall be certified as completed subject to inspection by Dean, ESIC Hospital & ODC (EZ), Joka or his assigned representative. Any defect found in the materials / work done will render the supplies/work open to rejection and decision of the Dean, ESIC Hospital & ODC (EZ), Joka, shall be final and legally binding. The rejected store shall be returned to the suppliers/work may be executed through others, at the risks and costs of contractor.

9. OTHER TERMS

- A. **Responsibility for executing Contract:** The Contractor/Supplier 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/Supplier shall not sublet transfer or assign the contract to any part thereof without the written permission of the Dean. In the event of the Contractor/Supplier contravening this condition, Dean be entitled to place the contract elsewhere on the Contractors/Suppliers account at his risk and the Contractor/Supplier shall be liable for any loss or damage, which the Dean, ESIC Hospital & ODC (EZ), Joka, may sustain in consequence or arising out of such replacing of the contract.

Earnest Money: The e-tenderer shall have to deposit earnest money **Bid Security / Earnest Money to be deposite in the Tender box Rs. 26,000.00** with their tender, failing which the tender is liable to be rejected. The earnest money is to be paid by **Demand Draft** drawn in favour of **ESI Fund A/c No. 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 e-tender the earnest money may be adjusted towards the amount of security required to be deposited by the contractor in terms of Clause mentioned below, the earnest money will however, be returned without interest to the tenderer whose tender is not accepted. **Earnest Money demand draft must be sent deposited in the tender box near Medical Superintendent Office of ESIC Medical College & Hospital Joka, before the closing date and time of the e-tender to the following address to 'The Dean', ESIC Medical college & Hospital & O.D.C. (E.Z), Diamond Harbour Road, P.O.: Joka, Kolkata, 700 104, West Bengal'.** At the top of the cover, the following words should be written in block letters **"Invitation to Open E-tender for Supply , fitting , fixing , installation & commissioning of Electrical panels VRV Based Air-conditioning system at ESIC Medical College & Hospital Joka "** along with **"E-Tender No. 62/2017"**, failing which the tender is liable to be rejected.

c. Security Deposit: On acceptance of the e-tender, within the period specified by the Dean, the contractor shall deposit as security deposit of the tender.

d. The hospital authority shall be entitled to forfeit the Security Deposit or any part thereof without prejudice to any other remedies provided in the contract or available under the law. The security shall be in the form of **Demand Drafts payable at Kolkata in favour of ESI Fund A/c. No. 1 or in the form of Bank Guarantee.**

a) If the contractor fails in fulfilling above-mentioned terms and conditions, such failure will constitute a breach of the contract and the Dean shall be entitled to make other arrangements at the risk and expense of the contractor.

b) On due performance and completion of the contract in all respects, the Security Deposit will 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.

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

f. Insolvency and breach of contract: The Dean may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

i) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have 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 conveyance or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

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

iii) If the contract commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

g. Arbitration: In the event of any dispute or difference arising out of the terms and conditions laid down in this tender, the same shall be referred to Arbitrator appointed by the Dean. The procedure of the Arbitration will be governed by the provisions Arbitration Act 1996.

h. Document: The tenderer should have a valid **Trade licence, GST, PAN / TAN** and produce/upload self attested copies of such certificates along with the tender papers, **failing which the tender is liable to be rejected.**

i. Statutory requirements: In case the agency appoints manpower / labour in excess of or equal to the number as specified by law, the agency should comply with all statutory enactments including Contract Labour Regulation

and Abolition Act, 1970; Minimum Wages Act where applicable; Payment of wages Act, where applicable; ESI Act, 1948, where applicable; EPF Act, 1952, where applicable; etc. All existing statutory liabilities relating to engagement of personnel related to labour laws shall be sole responsibility of the agency. In that case the successful agency will have to obtain a licence from the licensing officer after collecting the requisite certificate in form V from the hospital authority. The successful agency will have to maintain various registers and records, display notices, abstracts of the rules, etc., and issue employment card to the engaged labours. The list of workers employed by the contractor shall be communicated to the authority from time to time.

- j. The successful bidder/tenderer shall obtain a valid license under the Contract Labour (R & A) Act, 1970 & Rules framed there under and shall continue to hold it till completion of the contract wherever applicable,
- k. **Right to accept / reject:** The hospital authority reserves the right to **reject** any or all tender without assigning any reason whatsoever. Also, the hospital 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 tendered.
- l. **Assistance to contractor:** The contractor shall not be entitled to assistance either, in the procurement of raw materials required for the fulfilment of the contract or in the securing of transport facilities.
- m. The e-tenderer should have authorised service centre /service provider in and around Kolkata and the complete Postal Address, Telephone / Mobile / Fax / E-mail address, etc. should be provided, while submitting the completed e-tender form.
- n. The list of personal deployed to be intimated to the authority from time to time. The personal employed by the tenderer should have proper uniform for identification. The persons so deployed shall not have any claim for permanent absorption in the hospital and such claim if raised shall be violation of the terms and conditions of the agreement of the hospital authority shall have the right to cancel the agreement to terminate such deployment termination.
- o. The contractor will be responsible for such conduct of the persons engaged by him in the hospital, which will be conducive for maintaining as harmonious atmosphere as expected in the hospital and will be responsible for any act & omission of such persons.
- p. In the event of any violation of laws, rules, statutory provisions by the contractor, this will amount to breach of contract and in such case, the hospital will have the right for terminating the contract, forthwith, without giving any notice or assigning any reason.
- q. **Validity of Contract:** The contract, if awarded, shall be valid **initially for one year from the date of award** subject to continuous satisfactory performance. 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 hospital, while accepting the tender subject to continuous satisfactory performance. However, on failure on this aspect by the contractor, the hospital will have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the contractor and initiating administrative actions for black listing, etc. solely at the discretion of the hospital authority. This period of one year can further extended to a maximum of one year at the sole discretion of hospital authority without prejudice to any other right of the hospital authority. After the period of 2 years warrenty, the venhas to enter in to annual comprehensive maintenance contract, if awarded by the competent authority.
- r. The Tenderers will quote the rates in respect of jobs / services as described in **Annexure – IV** and shall fill **Annexure – III** appended herewith along the Tender Application form.
- s. The successful agency shall have to enter in to an agreement with the Hospital and the cost incurred in this connection, shall have borne by the contractor.
- t. The rate once accepted by the hospital shall remain unaltered through the period of contract ,including any extended period
- u. Dean, ESIC Hospital & ODC (E.Z), Joka, 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 the quantity offered and you shall supply the same /execute the work at the rate quoted by you. You are liberty to tender for the whole or any part.
- v. Acceptance by the purchaser shall be communicated in due course. You are requested that the instruction contained in the said communication should be acted upon immediately/as asked for.
- w. The hospital authority reserve the right to award any part or full contract to any successful agency (ies) at its discretion and this will be binding on the Tenderers.

- x. Failure and Termination:** If the contractor fails to deliver the stores or any instalments thereof within the period prescribed for such delivery in the contract or any time liquidation the contract before the expiry of such period, Dean may without prejudice to his right to recover damages for breach of the contract, be entitled at his option.
- a. To recovery from the contractor as agreed liquidated damages, by way of penalty a sum equivalent to 2% of the price of any stores/services which the contractor has failed to deliver within the period fixed for delivery for the schedule for **each week or part of the week** during which the delivery of such stores may be in arrears **subject to maximum 10% of the total value of order /orders**, where delivery thereof is accepted after expiry of the aforesaid period, or
 - b. To purchase elsewhere, without notice to the contractor, on his account and at the risk of the contractor, the stores/services not delivered or store/services of similar description (where stores/services exactly complying with the particulars are not in the opinion of the Dean, ESIC Hospital & ODC (E.Z), Joka, readily procurable such opinion being final). Without cancelling the delivery in respect of the consignments not yet due for delivery or
 - c. To cancel the contract or a portion thereof, and if so decided to purchase or authorise to purchase of store/services not so delivered or other of a similar description (where store/services exactly complying with the particulars are not, in the opinion of the Dean readily procurable, such opinion being final) at the risk and cost of the contractor.

Dean



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No. 412.W.11/17/ESIC/Elec/computer DG/97 HK

dt. 27.11.2017

SPECIAL TERMS AND CONDITIONS

The following special terms and conditions shall apply for supply , fitting , fixing , installation & commissioning of "**Electrical panels VRV based Air-conditioning system**" at ESIC Hospital & O.D.C. (E.Z), Joka.

- .1. a. **Hard copies of uploaded tender documents should be submitted in tehe tender box before closing date & time to the following address:-**
" To the Dean , ESIC Medical College & Hospital & ODC (EZ), Diamond Harbour Road , P.O- Joka, Kolkata-700104 West Bengal , Phone No . 033-2467 6280/1764 , Fax No. 033-24672795"
 - b. All the pages should be signed and stamped by the bidder.
 - c. Tender No. , Tender Name and bidder Name should invariable by written on the envelope containing the bid documents.
 - d. **Tender will be evaluated only on the basis of documents uploaded in e- tender**

2. WARRANTY / GUARANTEE:

Along with the **Technical Bid** the following information are to be provided exclusively.

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

3. SAMPLES / DEMONSTRATION

The firms should be prepared to demonstrate their item(s) / arrange for demonstration of items within 3 (Three) weeks from the date of opening of tender for verification / inspection, etc., or at a later date as decided by the competent authority. The firm shall have to comply with such conditions failing which the tenderer shall be liable for rejection and forfeiture of the Earnest Money. The tenderer / firm / company shall arrange for demonstration of equipment / Item / article at his own cost and risk. Tenderer who fails to demonstrate the equipments/ instruments quoted will not be considered for selection.

4. Evaluation Criteria

1. Technical Criteria:- Bids of only those bidders who fulfils all the eligibility criteria (Annexure – V) will be evaluated.
2. Financial Criteria :-
 - (i) Bids of only technically qualified bidder will be evaluated.
 - (ii) Lowest quoted cumulative rate of technically qualified bidder as mentioned in column "V" of Annexure –IV" would be considered for selection, subject to satisfaction of competent Authority.

Dean

TENDER APPLICATION FORM

1	Name of the firm:-	
2	Year of Registration	
3	Type of Firm	
2	A	Full Postal Address:-
	B	Cell Phone No.
	C	Telephone No:-
	D	Fax No.
	E	Email Id:
3		Register Details
	A	PAN/GIR No
	B	Service Tax Registration No
	C	E.S.I P.F Registration
	Name and Address of your Bankers stating the name in which the Account stands:-	i. Name of Bank ii. Name of Branch iii. A/c. No. iv. IFSC Code v. MICR Number
4	Are you in the list of approved contractors of any other organisations /institutions, if any give details:-	
6	Any other information which you consider necessary to furnish:	

UNDERTAKING

- a) I, the undersigned certify that I have gone through the terms and condition 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 and the lowest quoted for any other institution/hospital in India.
- c) The Earnest Money of Rs._____ to be deposited by me has been enclosed herewith vide Demand Draft No._____ dated _____ drawn on bank _____ Branch _____.
- d) I/We give the rights to Dean to forfeit the Earnest Money/Security money deposit by me/us if any delay occur on my/agent's part or fail to supply the articles within the appointed firms 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.
- g) Whether signing as - (please refer to point 02 of annexure -1)

Date:-
Place:-

Signature of the tenderer:-
Full Name:-

Designation:-
(Office seal of the tenderer)

Secification of VRV Panel

Sl No.	Equipment Description	Make	Qty
A	Main Incoming Feeder		1
1	630A 3P, 36KA MCCB Th. Mag with RH	L&T	1
2	Digital Voltmeter 0 – 500V, 96sq. mm	L&T	1
3	Digital Ammeter 0 – 600A, 96sq. mm	L&T	1
4	CT 600/5A. Class 1.0 tape wound type	AE/Kppa	3
5	6A Voltmeter Selector switch	L&T	1
6	6A Ammeter Selector switch	L&T	1
7	LED phase Indication Lamps red, yellow & Blue	Sumo	3
8	6A SP Control MCB	L&T	3
B	VRV OUT DOOR		20
1	40A 4 Module	Siemens/L&T	20

PLEASE QUOTE RATE

Description of works	Quantity	Rate	If Tax any applicable	Total amount
Supply, fitting, fixing, Installation and commissioning of Electrical panels VRV Based Air- conditioning. Rate should be quoted as per Specification of <u>Annexure-IV page no -11</u>	4nos			

List of documents enclosed:

- 1.
- 2.
- 3.
- 4.

Date:
Place:



Signature & Seal of the Tenderer
Full Name of the Tenderer: