Notice Inviting Tender for SR Works

Name of Work: SITC of VFD water pump panel, piping work, Insulation work & replacement of by valves at ESI, Hospital Durgapur, West Bengal

NIT No. **C/AG-12/22/DGP/CMC-AMC/HVAC/2021/PMD**

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The Regional Director, ESI Corporation, Regional Office, Kolkata invites on behalf of the Director General, ESI Corporation online percentage rate tender (in two bid) through e- tendering mode from reputed registered contractors as per tender document for SR work as detailed below:-

S.No.	Particulars	Details
1	Name of work	SITC of VFD water pump panel, piping work , Insulation work & replacement of by valves at ESI, Hospital Durgapur, West Bengal
2	Estimated Cost	Rs 11,08,782.00
3	Earnest Money Deposit	Rs.22,176.00
4	Period of Work	2 Months
5	Availability of e - Tender / Bid document	https://eprocure.gov.in/eprocure/app and www.esic.gov.in
6	Date and Time of opening of Financial Bids	Shall be communicated to only technically qualified bidders subsequently.
7	Period during which hard copies (in original) of DD / Pay Order for EMD, other documents as per NIT to be submitted to Regional Office. If asked.	Only EMD to be submitted in Hard Copy at or before **25.05.2026 & 18:00 Hrs** at Address EMPLOYEES' STATE INSURANCE CORPORATION REGIONAL OFFICE Kolkata PANCHDEEP BHAWAN, SALT LAKE, GB, BLOCK SECTOR-3
8	Date of Pre-Bid Meeting and Time	**18:05.2026 11:00 Hrs**

Any change in the tender shall be uploaded in the below mentioned website only, hence the tenderers may visit the website regularly (https://eprocure.gov.in/eprocure/app & www.esic.gov.in) to make themselves aware about the information related to the bidding.

REGIONAL DIRECTOR
RO Kolkata

कर्मचारी राज्य बीमा निगम
(श्रम एवं कर्मसंस्थान मन्त्रक, भारत सरकार)
कर्मचारी राज्य बीमा निगम
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)
Employee's State Insurance Corporation
(Ministry of Labour & Employment, Government of India)
क.रा.बी.नि.
ESIC
सत्यमेव जयते
आंचलिक कार्यालय, कोलकाता
पंचदीप भवन, 5/1 ग्रांट लेन, कोलकाता-700012
क्षेत्रीय कार्यालय, कोलकाता
पंचदीप भवन, 5/1 ग्रांट लेन, कोलकाता- 700012
Regional Office, Kolkata
Panchdeep Bhawan, 5/1 Grant Lane, Kolkata-700012
फोन: 033 2236 4454-55, 033 2225 9236, Fax: 033 2236 5279
E-mail: rd-westbengal@esic.nic.in Website: www.esic.nic.in

Instructions for Online Bid Submission

***E-Request* for**
Proposal

"SITC of VFD water pump panel, piping work, Insulation work & replacement of by valves at ESI, Hospital Durgapur, West Bengal –

INTRODUCTION

1.1 The Employees' State Insurance Corporation (ESIC) is an autonomous body under the aegis of the Ministry of Labour and Employment, Government of India. The main objective of the organization is to provide certain benefits to organized sector employees in case of sickness, maternity and 'employment injury' and to make provision for certain social benefits etc.

1.2 ESIC is inviting online bids through two-bid system.

1.3 The tender documents are available on website **https://eprocure.gov.in** and the same can be downloaded as per the schedule given in the CRITICAL DATE SHEET.

1.4 Bidders/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderers for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at **https://eprocure.gov.in**. Bid documents may be scanned with 200 dpi with black and white option which helps in reducing size of the scanned document.

1.5 Not more than one tender can be submitted by one contactor or contractors having business relationship. Under no circumstances, will

father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors, Even Joint Venture Agreement / Consortium will not be allowed. A breach of this condition will render the tenders of both parties liable to rejection.

1.6 Bidders, who have downloaded the tender from Central Public Procurement Portal (CPPP) website **https://eprocure.gov.in,** shall not modify the tender form including downloaded price bid template in any manner. In case the same is found to be tampered with / modified in any manner, tender will be completely rejected and EMD shall be forfeited and the bidder is liable to be banned from doing business with ESIC.

1.7 ESIC reserves the right to reject any or all tenders or cancel/withdraw the request inviting proposal without assigning any reason whatsoever and in such case no intending bidder shall have any claim arising out of such action.

1.8 Further clarifications, if any can be obtained from:

Regional Director
EMPLOYEES' STATE INSURANCE CORPORATION
REGIONAL OFFICE KOLKATA
PANCHDEEP BHAWAN, SALT LAKE,
GB, BLOCK SECTOR-3, KOLKATA
Email- rd-westbengal@esic.gov.in

INDICATIVE CRITICAL DATE SHEET

Date of Publishing Date & Time	**12.05.2026, 18:00 Hrs.**
Bid Document Download Starts Date & Time	**12.05.2026, 18:00 Hrs.**
Pre Bid meeting date and Time	**18.05.2026, 11:00 Hrs.**
Bid Submission Starts Date & Time	**12.05.2026, 18:00 Hrs.**
Bid Submission Ends Date & Time	**25.05.2026, 18:00 Hrs.**
Technical Bid Opening Date & Time	**26.05.2026 18:00, Hrs**
Financial Bid Opening Date & Time	**Shall be communicated to only technically qualified bidders subsequently.**

EMPLOYEES' STATE INSURANCE CORPORATION
REGIONAL OFFICE KOLKATA
PANCHDEEP BHAWAN, SALT LAKE,
GB, BLOCK SECTOR-3, KOLKATA

Email:- rd-westbengal@esic.gov.in

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 TENDER 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) Please 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) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument / scan copy.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) 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.

7) 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. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (ie 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.

10) 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.

COMPLAINT REDRESSAL MECHANISM

1) Physical service center with marking.
2) Complaints can be registered through WhatsApp /Calls /Message or Manual.
3) To be entered immediately & Complainant ticket No. to be informed.

Information and Instructions to Bidders

1. The percentage rate offers from intending and eligible bidders are invited under in the prescribed forms and format through online mode only for providing comprehensive Annual Repair and Maintenance Services as described under scope of services in the bid document.
2. Bidder means the individual, proprietary firm, firm in partnership, limited company private or public or corporation. Joint Venture Firms / Companies are not eligible for participating in this bid.
3. The bidder must have Class -IIIB Digital Signature Certificate (DSC) having signing and encryption facilities to participate in this e – tendering process

4. **Eligibility Criteria**

1. The Bidder should have Experience of executing similar works (completed/ongoing) from a central/state/CPSU/SPSU/autonomous org. as given below during the last 7 years ending last days of the month previous to the one in which applications are invited either of the following: -

Three similar completed works each costing not less than 40% of the estimated cost of the tender.

OR

Two similar completed works each costing not less than 60% of the estimated cost of the tender.

OR

One similar completed work of aggregate cost not less than 80% of the estimated cost of the tender.

(Their completion certificate along with cost of the work, period and nature of work in the prescribed Performa (Form B) of the concerned department duly signed by the competent authority should be furnished)

Similar work shall mean works of:

Special Repair of HVAC System at Medical College / Hospitals Campus / Dispensaries having attached Residential Buildings and other ancillary structures including services.

(i) Should have an average annual financial turnover of 50% of tender cost during the last three financial years (2022-23, 2023-24 & 2024-25) statement duly audited by CA should be submitted.

(ii) The Tenderer must have been registered in C.P.W.Ds/State P.W.Ds/M.E.S./Railways/BSNL Civil wing or any other government body as Civil & Electrical Contractor. (Copy to be submitted).

(iii) The tenderer shall have an office in the Kolkata region. In case the tenderer selected as the L1 bidder does not have an office in the Kolkata region at the time of bidding, the same shall be established within 02 (two) weeks from the date of issue of the Letter of Acceptance. (Undertaking to be submitted in this regard in official letter head of bidder).

5. **Earnest Money Deposit:**

Mode of Submission

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

a. The Earnest Money of Rs. 22,176.00 in the form of **Insurance Security Bond** / Demand Draft / Bankers Cheque / **Fixed deposit receipt** of scheduled Bank issued / drawn in favour of 'ESIC FUND ACCOUNT NUMBER 1 Payable at Kolkata', shall be dropped on or before **25.05.2026 at 18:00 Hrs**. in the tender EMD box placed at ESIC Regional Office SALT LAKE Sector-3 as per the last date of bid submission. The bids received without submission of EMD will summarily be rejected.

b. Scanned copy of EMD to be uploaded

c. EMD shall be placed in separate sealed cover by writing the "SITC of VFD water pump panel, piping work, Insulation work & replacement of by valves at ESI, Hospital Durgapur, West Bengal **-.**" on the envelope. If the Earnest Money is not found as per the prescribed manner, then Technical/Financial Bid shall not be opened.

d. EMD as above mentioned will be accepted in above manner shall accompany the bid.

e. EMD shall remain valid for a period of 90 days. A bid received without Bid Security (EMD) shall be rejected at the bid opening stage.

f. The earnest money shall be refunded to the unsuccessful tenderers after finalization of the contract.

g. No interest is payable on the EMD/SD.

h. The bid security (EMD) may be forfeited, if a bidder withdraws his bid during the specified period of bid validity, specified in the bid documents. In the case of successful bidder, if the bidder fails to submit the agreement bond along with Performance Guarantee within time specified in the Tender document after awarding of the contract, ESIC shall without prejudice to any other right or remedy available in Law, be at liberty to forfeit the earnest money absolutely.

6. The bids need to be submitted along with all required and relevant documents related to works experience, financial strength etc. as per the requirement of bid documents duly authenticated / signed by the bidder. Incomplete bid is liable to be rejected.

7. Delayed / late and submission of bids by any other mode other than online mode bids will not be accepted and summarily rejected.
8. **Conditional bid will not to be accepted and liable to the summarily rejected.**
9. The intending bidders must read the terms and conditions of the bid document and satisfy himself fully with regard to their eligibility vis – a – vis eligibility criteria as given in para – 3 above and other pre - requirements before submitting the bids.

10. The tender for the work shall remain open for acceptance by ESI Corporation for a period 90 days from the date of opening of the tender / bid.

11. ESI Corporation reserves the right to accept or reject any bid or annul the whole bidding process without assigning any reason whatsoever.

12. The bid submitted shall become invalid if:
    (i) The bidder is found ineligible vis – a – vis eligibility criteria.

(ii) EMD of requisite amount and in the prescribed manner is not deposited by the bidder.

(iii) The bidder does not upload all the documents as required under the bid.

(iv) Any discrepancy is noticed between the soft (as uploaded online).

13. The bidder must ensure to quote the percentage above or below to two places of decimal only both in figures as well as in words. The total amount of the offer corresponding to the percentages quoted by the bidder shall also be mentioned both in words and figures.

14. Technical bid documents submitted by the eligible and intending bidders shall be opened only for those bidders whose EMD and other required documents / certificates etc. are found in order.

15. Financial bids submitted by the eligible and intending bidders shall be opened only for those bidders who are found qualified based on technical bids. The financial bid shall be opened at the notified time, date and place in the presence of qualified bidders or their representatives, if they wish to be present.

16. ESIC reserves the right to verify the particulars furnished by the bidder independently and if any information furnished by the bidder is found incorrect at a later stage, the Contractor shall be liable to be debarred from tendering / taking up works in ESIC.

17. **The list of documents to be scanned and uploaded within the period of bid submission:**

i. Copy of EMD.

ii. Letter of Transmittal.

iii. Certificate of Incorporation / Shop & Establishment Registration Certificate of Firm / Memorandum and Article of Association / Partnership Deed / Proprietorship Deed /Declaration of Proprietorship etc.

iv. Registration details as Contractor (Civil & E & M) with C.P.W.D.s / State P.W.D.s. / M.E.S. /Railways / BSNL or any other government body with valid year of Registration.

v. Certificate of Work Experience as per Form – B. (copies of experience certificate to be enclosed)

vi. Certificate of Annual Financial Turnover for immediate last 3 consecutive financial years **(i.e. for the year (2022-23, 2023-24 & 2024-25)** of 50% of tender amount from Chartered Accountant.

vii. Income Tax Return of the Firm for last three financial years **(i.e. for the year** (2022-23, 2023-24 & 2024-25**).**

viii. Balance sheet / P & L Account of the firm for last three financial years **(i.e. for the year (2022-23, 2023-24 & 2024-25)** duly certified by Chartered Accountant**.**

ix. Certificate of Registration for Goods and Service Tax (GST).

x. PAN Card

xi. Valid ESIC Registration Certificate (Challan for last 6 months)

xii. Valid EPF Registration Certificate (Challan for last 6 months)

xiii. Copy of valid electrical contract license from Central Government or any State/UT Government.

xiv. Signed copy of tender document required to be uploaded.

xv. Any other documents as specified in the bid documents.

18. The bid is invited from the intending and eligible bidders for doing the SITC of VFD water pump panel, piping work, Insulation work & replacement of by valves at ESI, Hospital Durgapur, West Bengal

19. The site for the work is available as the SR work is to be carried out in the running hospital / dispensary buildings and their premises having residential buildings and other ancillary structures. The prospective eligible bidders are advised to inspect and examine the concerned hospital / dispensary premises to acquaint themselves about the various aspects related to SR works to be carried out by them and satisfy themselves before submitting their bids with full awareness. The bidders are also expected to critically examine the premises from the point of view of its nature, means of access, the accommodation they may require, risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidders implies that he has read this notice and all other bid document and has made himself fully aware about the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of this SR work.

20. Brief scope of services:

    The prospective bidder is supposed to provide Special Repair Work to the entire hospital complex including attached dispensaries as mentioned in the name of work by way of deployment of required manpower and also doing all such works as defined / specified / stipulated in the technical and financial bid documents and elsewhere.

21. The bidder whose bid is accepted will be required to furnish Performance Guarantee (PG) of 5% (Five Percent) of the bid amount within 10 days of the acceptance of the bid in the form of Bank Guarantee from any Scheduled Bank as per format prescribed in the bid document. If the successful bidder fails to deposit the said performance guarantee within the prescribed period of 10 working days, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

22. A bid will be treated as abnormally low if the quoted bid amount is lesser than 80% of the estimated cost put to tender. In case of abnormally low bids as defined above, the bidders shall be required to submit Additional Performance Guarantee (APG) in addition to the Standard Performance Guarantee (PG). The amount of Additional Performance Guarantee (APG) shall be equivalent to the difference between the 80% amount of estimated cost put to tender and quoted amount. Example - if estimated cost put to tender is A and quoted amount is 0.7A then the amount of APG shall be (0.8A – 0.7A). The Additional Performance Guarantee (APG) shall be in the prescribed format of Performance Guarantee and has to be submitted within the time frame prescribed for submission of Performance Guarantee. The other terms and conditions of release etc. of APG shall be same as that of PG.

23. In addition to PG, Security Deposit (SD) equal to 2.5 % of the cost of work shall be deducted by ESIC from the running and final bills of the Contractor towards fulfilment of contractual

obligation on the part of Contractor and shall be released after successful completion of one year (DLP) of the work without any liability towards ESIC. All compensations of the other sum of money payable by the contractor under the terms of the contract may be deducted from SD.

24. The bidder whose bid is accepted will be required to furnish either copy of applicable Licenses / Registrations or proof for applying for obtaining Labour Licenses and Registration with EPFO, ESIC and BOCW Welfare Board. The registration with EPFO and Labour License is mandatory if 20 or more labour is employed in any day in the preceding one year whereas registration with ESIC and BOCW Welfare Board is mandatory if 10 or more labour is employed in any day. On acceptance of the tender, the name(s) of the authorized representative of the contractor shall be communicated in writing to ESIC by the Contractor, who would be responsible for taking instructions from ESIC.

25. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection summarily. Such bidders may not be allowed to participate in the bidding process for ESIC works in future also.

26. The tender for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of eligibility bid. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the ESIC shall, without prejudice to any other right or remedy, be at liberty to forfeit earnest money as aforesaid. Further, such bidders shall not be allowed to participate in the re-tendering process of the work.

27. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as "not applicable". The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified.

28. Pages of the eligibility document are numbered. Additional sheets, if any added by the contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.

29. References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.

30. The Agreement on 100 rupees non judicial stamp shall be signed between ESIC and the successful Bidder within 15 days after the acceptance of his bid by ESIC on prescribed format which is being given in the bid document. All the documents of the bid document shall form part of the contract document including Integrity Packed Agreement for which format is also being provided in the bid document.

31. Subletting of the Contract - The Contractor shall not sublet, transfer, or assign the Contract or any part of it. If the Contractor breaches this condition, the Regional Director, ESIC Regional Office, Kolkata, shall have the right to award the Contract to another party at the Contractor's risk and cost. The Contractor shall be liable for any loss or damage suffered by the Regional Director, ESIC, as a result of such reallocation of the Contract.

32. **Standard CPWD Form-7/8 (with substitution of words as Director General of ESIC and ESIC in place of President of India and Government of India/CPWD respectively).**

33. Integrity Agreement:

It is here by declared that ESIC is committed to follow the principle of transparency, equity and competitiveness in procurement of services. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender / bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the ESIC. On 100 rupees non judicial stamp.

34. All tendered rates shall be inclusive of taxes, GST, levies or cess as applicable on last date of receipt of tender including extension, if any. However, effect of variation in rates of taxes or cess due to change in legislation occurred after receipt of tender / bid shall be adjusted on either side i.e. increase or decrease, as the case may be. The GST, labour cess etc. vouchers required to be produced / submitted by the contractor, whenever asked by the ESIC.

35. Bid evaluation and award criteria

(i) First of all technical bid containing information as provided by bidder with regard to work experience, financial capability / soundness, organizational structure etc. viz. Forms – A,B,C and other relevant input information's shall be opened and evaluated vis – a – vis eligibility criteria as stipulated in the bid document. A list of qualified agencies would be prepared by ESIC and such agencies would be intimated regarding opening of their financial bid. The financial bids of such agencies which could not be found qualified based on evaluation of their technical bid, would not be opened.

(ii) Financial bid containing information's provided by the bidder by way of quoting rates in percentage below or above the estimated cost of the Civil Work (FB – 1) segment of SR work through Financial Bid Forms shall be opened and evaluated by ESIC for the purpose of selecting the successful bidder based on their quoted percentages.

(iii) The Bidder is required to carefully go through the details of Items of Works as mentioned in the NIT & Total of the financial bidding documents before quoting his price in this financial bidding sheet.

(iv) ESIC reserves the right without being liable for any damages or obligation to inform the bidder to either amend the scope and value of the contract or reject any or all the applications without assigning any reason.

36. The SR works of following locations to be taken care:

i. SITC of VFD water pump panel, piping work , Insulation work & replacement of by valves at ESI, Hospital Durgapur, West Bengal**.**

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

A. The Client is desirous of doing (SITC of VFD water pump panel, piping work , Insulation work & replacement of by valves at ESI, Hospital Durgapur, West Bengal - so as to ensure proper & upgraded Medicare facilities to ESI beneficiaries through competent and eligible Agencies / Firms of repute in this field. The main scope of the work is described in Client's requirements.
B. 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.
C. The Client after due evaluation of the bids against the e-tender floated in CPP Portal vide bid ID No._____ has agreed to award the contract for the work of "SITC of VFD water pump panel, piping work, Insulation work & replacement of by valves at ESI, Hospital Durgapur, West Bengal **-.**" 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 firms (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 Particular Conditions of Contract (PCC).

(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) General Conditions of Contract or GCC shall mean the General Conditions of Contract as set forth in Appendix – 'A' to this Contract.

(xi) Particular Conditions of Contract or PCC shall mean the particular conditions of Contract as set forth in Appendix – 'B' to this Contract.

2. **Period of Contract**

The Special Repair work shall be completed as per the time mentioned in the NIT.

The contract shall stand terminated after successful completion of the work.

3. **Extension of Time for Completion**

The Extension of time may be granted on valid & reasonable ground based on site constraints/recorded hindrance and requirements by the Regional Director if he satisfies himself on the ground mentioned.

However, employer reserves it's right to terminate the contract by giving 30 days' notice at any time during the currency of the contract if the services of the contractor are not satisfactory as per the opinion of employer or it's representative. No escalation payment shall be made by ESIC either during initial contract period 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 excluding statutory payment (i.e minimum wages, ESI, EPF & other etc.).

4. SR 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 therefrom 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 PCC and GCC, the provisions of PCC shall prevail.

8. This Contract Agreement and the following documents attached hereto shall be deemed to form an integral part of this Contract.

   (i) This Contract Agreement
   (ii) GCC – Appendix 'A'
   (iii) PCC – Appendix 'B'
   (iv) Instructions to Bidders
   (v) Integrity Pact / Agreement
   (vi) Letter of Transmittal and Tender
   (vii) Technical and Financial Bids

9. This Contract Agreement and all the documents forming part of this Contract and related to this work, are to be taken as mutually explanatory and unless otherwise expressly provided

in this Contract Agreement, the priority between this Contract Agreement and other documents forming part hereof shall, in the event of any conflict and inconsistency between them, be in the following order:

(i) This Contract Agreement

(ii) ESIC Requirements

(iii) PCC

(iv) Financial Bid / BOQ

(v) GCC

10. Execution of the Works

The Contractor agrees and undertakes to execute the SR work, complete in all respects, under and in accordance with this Contract.

11. Rights and Obligations of the Parties

11.1 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.

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

(i) The rates 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.

(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.

12. Effective Date

The Contract shall be effective on and from the date on which all of the following conditions have been fulfilled:

(i) Furnishing of the Performance Guarantee by the Contractor to the Client in accordance with PCC; and

(ii) Singing of the Contract Agreement by the Client and the Contractor or date specified in the letter of commencement, whichever is later.

13. 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 :

Appendix – A

General Conditions of Contract (GCC)

- **Definitions**

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires :

(i) "Employer" or "Client" means the ESIC and its administrators, successors and permitted assigns.

(ii) "Engineer" means the ESIC engineering personnel appointed for supervising this work under this Contract.

(iii) "Contractor" / bidders / Tenderer means an individual or firms (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.

- **Sufficiency of Tender**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

- **Contractor's Employees**

The Contractor shall provide on the Site qualified and experienced technical staff in connection with the Special Repair Works and the remedying of any defects therein.

- **Engineer at Liberty to Object**

The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the contractor who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties,

or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Engineer. Any Person so removed from the Works shall be replaced as soon as possible.

- **Discrepancies and Adjustment of Errors**

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

In the case of discrepancy between the schedule of Quantities, the Specifications and / or the Drawings, the following order of preference shall be observed:

(i) Description of Schedule of Quantities.
(ii) Particular Specification and Special Condition, if any.
(iii) Drawings.
(iv) CPWD Specifications.
(v) Bureau of Indian Standards

If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

- **Safety, Security and Protection of the Environment**

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

(i) Have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons, and

(ii) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the engineer or by any duly constituted authority for the protection of the Works or for the safety and convenience of the public or others, and

(iii) Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods or Repair.

- **Insurance of work by the contractor for his liability**

(i) During the execution period of the work, loss of damage to property and life arising from a cause for which contractor is responsible.
(ii) For loss or damage occasioned by the Contractor in the Course of any repairs carried out by him for the purpose of complying with his obligations.

It shall be the responsibility of contractor to notify the Insurance Company of any change in the nature and extent of the works and to ensure the adequacy of the Insurance cover at all times during the period of contract.

- **Damage to Persons and Property**

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:

a) Death of or injury to any person, or
b) Loss or damage to any property (other than the Works) :

Which may arise out of or in consequence of the Repair and Maintenance of the works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

- **Accident or injury to Workmen**

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman for death or injury resulting from any act or default of the contractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and expenses whatsoever in respect thereof or in relation thereto.

- **Compliance with Statutes, Regulations**

The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provision of:

a) Any National or State Statute, Ordinance, or other Law, or any regulation, or bye – law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and

b) The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provision.
c) Any changes required for approval due to revision of the local laws.

- **Default of contractor in Compliance**

In case of default on the Contractor in carrying out such instruction within the time specified therein or, if none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall, be determined by the Engineer and shall be recoverable from the Contractor by the employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly.

- **Defect Identification and it's rectifications**

Contractor shall immediately attend the defects and complaints noticed at site. The contractor shall provide and develop a system for regular monitoring of all the services which includes defects identifications and it's immediate rectification so, that services are not effected. It shall be the sole responsibility of the contractor that all the services are kept in functional condition round the clock during the currency of the contract.

Defect Liability period shall be 12 months from the date of completion of work under BOQ measurable works. The contractor shall rectify at his own expenses any defect in the work carried out by him during the period. On failure of the contractor to do so, the same shall be completed by the employer at the risk and cost of the contractor.

- **Penalty for Delay**

If the Contractor fails to complete the work within stipulated time without a valid reason/ hindrance and if in the opinion of engineer, the delay is on the part of contractor, the employer shall impose penalty @ 0.5% per week of delay maximum upto 10% of the contract value.

- **Contractor's Failure to Carry out Instructions**

In case of default on the part of the Contractor in carrying out defect rectification works, the Employer / Engineer shall be entitled to employ and pay other persons to carry out the same and if such work, in the opinion of the Engineer, the Contractor was liable to do at his own

cost under the contract, then all costs consequent thereon or incidental thereto shall be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor.

- **Instructions for Quantity Variations**

Quantities given in the BOQ are estimated quantities. The quantity of any particular item may vary during the currency of the SR Contract. The payment shall be made by ESIC to the Contractor at the contract price for variated quantities after approval of the same with proper justification from the competent authority of ESIC.

- **Instructions of Extra Items**

If any extra item arises to execute during execution of the work, then the rate of the extra item will be taken from prevailing DSR. If the item is not present in DSR, then item will be executed as per prevailing WB PWD Schedule. If the item is not available in DSR & WB PWD Schedule, then market rate will be explored by collecting 03 quotations for execution of the item. However, prior approval for execution of extra items must be taken from the competent authority of ESIC. Tender cost of L1 bidder will be applied if the extra item is executed as per DSR or WB PWD schedule rate and if extra item is done as per Market Rate then tender cost of L1 bidder will not be applied on the Market Rate.

- **Measurement**

The Engineer shall determine by measurement of the value of actual work done in accordance with the Contract and the contractor shall be paid accordingly.

- **Statements for payments of RA Bill**

Payment against the SR Works will be released as per the following Schedule of Payments –

Sl. No.	Contract Value of Work	Payment Schedule
1	Up to 25 lacs	No RA Bill will be paid. Final bill will be paid after 100% completion of work.
2	25 lacs to 50 lacs	After 50% completion of work, one RA Bill will be paid. Final Bill will be paid after 100% completion of work.
3	Above 50 lacs	1st RA bill will be paid after 30% of the work and 2nd RA Bill will be paid after completion of 60% of the work. Final bill will be paid after 100% completion of work.

The Contractor shall submit a bill in 3 copies to the Engineer–in-charge for the work executed as per the above mentioned table in tabulated form approved by the Engineer, showing the

amounts to which the Contractor considers himself to be entitled. The bill must be supported with the following documents:

a) Abstract Sheet of bill.
b) Details of work statement and measurement sheet.
c) Bill form –CPWD Form 26 (2 copies)
d) Extra item statement including rate analysis /justifications.
e) Any other document as asked by ESIC.

- **Releasing of Payments**

After submission of RA bill by the contractor, Engineer shall check the bill and certify for payment within 15 days of the submission of bill. The payment shall be made through Bank in online mode.

- **Performance Guarantee**

Within two weeks of award of work, the contractor shall submit a Performance Guarantee for proper performance of the Contract in the format given in the bid document in the form of BG for 5 % of the bid / accepted amount. The performance guarantee shall be valid for the duration of the contract period (including extended period) plus 180 days. The performance security can be encashed by the Employer to recover any amount which is payable by the contractor to the Employer on any account for a cause arising out of the contract. Performance Guarantee will be released after recording of the completion certificate for the work by competent authority, the performance guarantee shall be returned to the contractor, without any interest.

- **Additional Performance Guarantee**

A bid will be treated as abnormally low if the quoted bid amount is lesser than 80% of the estimated cost put to tender. In case of abnormally low bids as defined above, the bidders shall be required to submit Additional Performance Guarantee (APG) in addition to the Standard Performance Guarantee (PG). The amount of Additional Performance Guarantee (APG) shall be equivalent to the difference between the 80% amount of estimated cost put to tender and quoted amount. Example - if estimated cost put to tender is A and quoted amount is 0.7A then the amount of APG shall be (0.8A – 0.7A). The Additional Performance Guarantee (APG) shall be in the prescribed format of Performance Guarantee and has to be submitted within the time frame prescribed for submission of Performance Guarantee. The other terms and conditions of release etc. of APG shall be same as that of PG.

- **Security Deposit**

In addition to Performance Guarantee, Security Deposit (SD) equal to 2.5 % of the cost of work shall be deducted by ESIC from the running and final bills of the Contractor towards

fulfilment of contractual obligation on the part of Contractor. Same shall be released after successful completion of one year (DLP) of the work without any liability towards ESIC. All compensations of the other sum of money payable by the contractor under the terms of the contract may be deducted from SD.

- **Correction of Interim Payment Certificates / Running Bill**

The Engineer may be any Interim Payment Certificate / Running Bill make any correction or modification in any previous interim payment Certificate / Running Bill which has been issued by him, and shall have authority, if any work is not being carried out to his satisfaction, to omit or reduce the value of such work in any Interim Payment Certificate. All interim payments are to be regarded as advances against final payments.

- **Final Certificate / Payment**

Within 28 days after receipt of the Final Settlement / claim / Bill and the written discharge, the Engineer shall issue to the employer (with a copy to the Contractor) a Final Certificate stating:

a) The amount which, in the opinion of the Engineer, is finally due under the Contract, and
b) After giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled under the Contract.

- **Default of Contractor & Termination of Contract**

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

- **Dispute Resolution**

a. Amicable Settlement of Dispute

The party shall use their best efforts to settle amicably all disputed arising out of or in connection this contract or the interpretation thereof.

b. Arbitration

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 the work or after the completion or abandonment thereof in respect of which : -

Amicable settlement has not been reached.

Shall be referred to the Sole Arbitration of the **Chief Engineer**, ESIC who shall proceed as per the Reconciliation Arbitration Act, 1996.

c. The work under the contract shall continue, during the Arbitration proceedings.

d. The award of the Arbitrator shall be final, conclusive and binding on both the parties.

- **Payment on Termination**

In the event of termination of the contract, employer shall be at liberty to get balance work done at the risk and cost of the contractor and due payment of the contractor, if any, shall be released after the completion of whole of the works after due adjustment.

- **Labour Laws to be complied by the Contractor**

The contractor shall obtain a valid license under the Contract Labour (R & A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996 and the Code on Social Security, 2020.

Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non – execution of the work.

- **Health and Safety**

The Contractor shall at all times take all required precautions to maintain the health and safety of their personnel as well as Hospital / Dispensary users by observing due diligence. Supervisory personnel of the Contractor shall be skilled / experienced to ensure that site is maintained safely and protected against any accidents.

- **Contractor's Superintendence**

Throughout the currency of works and as long thereafter as is necessary to fulfill the Contractor's obligations, the Contractor shall provide all necessary superintendence and

assistance to plan, arrange, direct, manage, inspect and test the works. The operations to be carried out by the Contractor in connection with SR work shall be such as not to cause any kinds of accidents in the building and the campus and inconvenience to hospital users in any manner.

- **Contractor's Personnel**

The workmen including supervisory personnel deployed by the Contractor shall be appropriately qualified, skilled and experienced in their respective trades or occupations. ESIC may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including Contractor's Representative, if applicable, who:

a) persists in any misconduct or lack of care or unruly / inhuman behavior
b) carried out duties incompetently or negligently,
c) fails to conform with any provisions of the Contract, or
d) persists in any conduct which is prejudicial to safety, health, or the protection of environment

Upon such requirement, the Contractor shall appoint (or cause to be appointed) a suitable replacement person. Change in deployed work from to be intimated.

- **Disorderly Conduct**

The Contractor shall at all times take all required reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's personnel, and to preserve peace and protection of persons and property on and near the site or even adjacent to it.

- **Manner of Execution**

The Contractor shall carry out the work:

a) In the manner (if any) specified in the Contract
b) Efficiently, diligently and in a proper workman like and careful manner, in accordance with generally accepted professional techniques and good practices.
c) Observe sound management practices, and employ advanced technology and safe and effective equipment, materials and methods; and
d) With properly equipped facilities and non – hazardous Materials, except as otherwise specified in the Contract.

The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor under this Contract.

- **Adjustments for changes in Legislation**

The Contract Price shall be adjusted to take account of any increase or decrease in cost resulting from a change in the Laws of the country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official government interpretation of such Laws, made after the Base Date (the date on which tender is received in ESIC) which affect the Contractor in the performance of obligations under the Contract.

- **Insurance against injury to Persons and Damage to Property**

(i) The Contractor shall effect and maintain in full force insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's personnel.
(ii) The Employer shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect to the Employer or of the Employer's Personnel.
(iii) Cleaning of affected area to be done within 24 hours else Rs. 1000/- per day will be recovered.

- **Quoting of Percentage Rates.**

1. The bidder shall quote the percentage rate- whether above, below or at par within the estimate cost put to tender up to 02 decimal points both in figures & words.
2. The bidder should also mention the total amount of the final bid derived from the quoted percentage clearly in figure & words.

Please Note: - In the event of a discrepancy the amount mentioned in words will govern.

Particular Conditions of Contract (PCC)

ESIC's Requirements

- **Name of Work:** SITC of VFD water pump panel, piping work , Insulation work & replacement of by valves at ESI, Hospital Durgapur, West Bengal **-.**

- **Main Scope of Work**

SCOPE OF WORK

The agency/firm shall responsible for supply the items as per BOQ after the supply Bidder will have to execute the Installation, Testing & Commissioning of the same as per site requirement. Major works which are yet to be executed for the said work is as follows…

- **Supply Replacement cum ITC of The Cooling Tower pipeline as mentioned in the BOQ.**
- **Supply Replacement cum ITC of the insulation coating on the pipeline.**
- **Supply Replacement cum ITC of the butterfly valve in the pipeline has jammed, and its lever is broken.**
- **Supply Replacement cum ITC of 3 HP motor.**
- **Any other mentioned in the BOQ.**

NOTE: - If any additional materials or items are required, separate approval shall be obtained from ESIC, and the work will be carried out accordingly
All the above works are as per measurement taken from the site, however the final payment will be paid as per the actual work done cum measurement. received from

1. **Definition**

Unless repugnant to the context or meaning thereof or defined in the Contract Agreement, the following expressions shall have the meaning in these PCCs:

(i) "CPWD" means the Central Public Works Department of the Government of India.
(ii) "DSR" means the Delhi Schedule of Rates of CPWD.
(iii) "Cost Index" means Cost Index of particular place as declared by CPWD from time to time to be applicable on DSR items.
(iv) "Base Date" means date on which tender for this work has been received in ESIC.
(v) "NDSR Items" means Non – DSR or Non – schedule items which are not based on any DSR and as such rates for these items are to be determined based on prevailing Market Rates.

2. **Extra / Substituted / Additional Items**

   If during currency of the work, any items which are not available in the Contract's BOQ and have been ordered by ESIC to carry out at the site, rates for such items for payment purpose to the Contractor shall be determined as follows:

   a) **For DSR & State SR Items**

      The rates shall be derived based on latest DSR rates + applicable Cost Index.

   b) **For NDSR Items**

      The rates shall be derived based on Market Rates. An element of T& P @ 7.5% + Contractor's Profit (CP) @ 7.5 % shall be allowed.

   For any Extra items / substituted items / in quantities of BOQ items, Contractor has to intimate ESIC with justification & tentative costing and obtained prior approval from Competent Technical Authority before work execution.

3. The works shall be carried out in accordance with **CPWD Specifications 2019, Vol-I & II with upto date correction slip** wherever CPWD specifications are not available / applicable, such items / piece of works will be carried out as per BIS / NBC / manufacturers specifications & operation manuals and sound engineering practices etc. and as per direction of engineer.

4. All required site document / register serially numbered will be certified by Engineer-in-charge but the contractor will have to arrange all such registers/stationery etc. nothing extra shall be paid on this account.

   The contractor will have to arrange all the required Computer, furniture etc. at his own cost pertaining to his job and he will take all these things back only after the expiry of the agreement for which nothing extra shall be paid.

5. Workmen employed by the contractor should be well behaved, polite & courteous and the worker will clean the place where he has worked while attending the complaints. Any complaint against staff for bad behavior shall be taken very seriously and such staff shall be removed by the contractor within five days from the site and arrangement of suitable substitute for the same shall be done by contractor failing which the Engineer-in-Charge shall make recovery from contractor's bill as per corresponding condition.

6. Safety of the staff employed will be the responsibility of the contractor, ESIC shall not be responsible for any mishap, injury/accident or death of the staff. No claim in this regard shall be entertained/ accepted by the department.

7. The contractor shall provide uniform with their contractor's company logo / name along with name Badge and shoes **within 15 days** of start of work. In the event of non-compliance, **a recovery of Rs.25/- per day per employee** shall be made. The employee and labors engaged

by the contractor under this contract shall wear neat and clean uniforms along with name badges as approved by the concerned engineer. Nothing extra shall be paid on this count.

8. The rates in the estimate is including T & P costing required for SR works. All T&P including ladders, wire drawing equipment, chase cutting equipment, drilling machine megger insulation, earth resistance testing equipment, Grass cutting machine (Mechanical & Electrical) etc. required for the work shall have to be arranged by the contractor. No T&P shall be issued by the Department. No extra payments for T & P will be paid by ESIC.

9. The contractor shall take all precautions to avoid accidents by exhibiting caution boards, red flags, red lights and providing necessary barriers and all other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part.

10. The contractor shall give due notices to Municipality, Police and/ or other authorities that may be required under the law/ rules under force and obtain all requisite licenses for temporary obstructions/ enclosures and pay all charges which may be leviable on account of his execution of the work under the agreement. Nothing extra shall be payable on this account.

11. Other agencies may also be simultaneously executing some other work entrusted to them by the Engineer-in-charge and the contractor shall offer necessary cooperation wherever required to these agencies so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s). He shall as far as possible arrange his work and shall place and dispose of the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-charge.

12. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials, the contactor hall be bound to follow all such restrictions and adjust the programme for execution accordingly. Nothing extra shall be paid for idle labour due to such construction.

13. The work shall be carried out in a manner complying in all respects with the requirements of relevant bye laws of the local bodies, labour laws, minimum wages act (Central / State / UT government, whichever is higher), workmen compensation act and other statutory laws enacted by Central Govt. as well as State / UT Govt.

14. All the malba or rubbish obtained from dismantling or otherwise during the execution of work shall be collected in the mobile container arranged by contractor free of cost of suitable size placed near the working place. The malba or building rubbish so collected shall be disposed off to the specified common disposal point as decided by the Engineer-in charge, where from the contractor will finally disposed off the collected malba or rubbish to the authorized municipal dhalao/dumping ground. In no case the malba / building rubbish shall be allowed to dump at ground near the working place. A recovery of **Rs.1000/-** shall be made by engineer-in- charge for every default per day till the final disposal of malba only after issuing a notice in writing by engineer-in-charge of work.

No residential accommodation shall be provided to any of the staff engaged by the contractor. The contractor shall also not be allowed to erect any temporary set up for staff in the campus.

The contractor shall depute required technical and non – technical / supporting personnel for carrying out civil and electro – mechanical maintenance works as per requirement so that the essential services should not get hampered in any manner for hospital and dispensaries & also for residential accommodations due to execution the awarded SR Work.

15. Contractor shall be fully responsible for any damages caused to govt. property by his or his labour in carrying out the work and same shall be rectified by the contractor at his own cost.
16. The Contractor shall follow, observe and comply with all applicable laws, rules, regulations and procedure including all Govt. of India and concerned Local Authority rules, procedures and regulations while performing Work under the Contract including planning, designing, detailing, executing, supervising etc. and obey instructions, rules and regulations of Agencies having jurisdiction as issued or applicable from time to time. The contract price and the rates under the Contract shall be deemed to be inclusive of all expenses required for complying with all such applicable laws, rules, regulations and procedures. The Contractor shall at all times safeguard the interests of the employer in performing the work under his scope.
17. The contractor shall maintain sufficient quantity of materials and spares at site to meet the requirement for earliest execution of SR Work as per direction of the Engineer-in-charge. Stores / bins, if available, shall be handed over to the contractor for storing the material.
18. No extra work and addition/ alteration work shall be carried out in any building without the approval of the representative of the Engineer-in- charge. Any work carried out without approval of the representative of the Engineer-in-charge at the site, the work shall be rejected and shall not be measured and paid for.
19. The cement mortar/cement concrete shall not be mixed or mixed cement mortar / cement concrete shall not be placed on the ground /roads/pucca floor in any case during the execution of work at site. The cement mortar / cement concrete will only be mixed on MS sheet/sheet of other material suitable size. In case of default, the Engineer-in-charge of work shall reject the cement mortar / cement concrete out rightly if cement mortar/cement concrete mixed on ground/floor/slab/road and such cement mortar/cement concrete shall be removed from the site of work by the contractor at his own cost.

20. All dismantled material shall remain the property of the ESIC and shall be taken away by the contractor after taking approval of Engineer-in-charge of ESIC in writing as per "**schedule of credit I & II**" for dismantled materials for which deduction will be made accordingly from contractor bills.
    Chases, holes & drilling works etc. shall be done using power operated tools by observing due diligence so that the existing structure / facilities should not get unduly disturbed / hSRed / disfigured.

21. In case of any accident during the operation / Maintenance of the equipment leading to injuries/damages to human being equipment or loss of life, the contractor shall be fully responsible for settling all claims & indemnify the department against any claims arising out of such accidents.

22. The quoted rate shall be inclusive of any prevailing taxes, duties, levies imposed by the Central /State government/Local bodies. Any new taxes levied after opening of financial bid shall be considered by ESIC for reimbursement (in case of additional burden / increase in financial implications) or recovery in case of decrease in financial implications due to such changes. Income Tax as applicable shall be deducted from the payments of the contract asper extant Rule.

23. The contractor shall comply with proper and legal orders and directions of the local or public authority or Municipality / local body / administration and abide by their rules and regulations and pay all fees, cess and charges of which he may be liable as per statutes / orders.

The contractor shall also give due notices to Municipality, Police and/ or other authorities under intimation to the Engineer in Charge that may be required under the law/ rules under force and obtain all requisite licenses for temporary obstructions/ enclosures and pay all charges which may be liveable on account of his execution of the work under the agreement. Nothing extra shall be payable on this account.

24. The Materials used shall be in order of preferences as under: -

    (i) Under the Nomenclature of the item
    (ii) Particular specifications and special conditions.
    (iii) CPWD specifications.
    (iv) ISI marked / conforming to BIS.
    (vi) Approved by ESIC engineer.

25. Rejected materials shall have to be removed by the contractor at his own cost immediately of the instructions of doing so. In case of any dispute regarding rejection of quality of materials the decision of the Engineer-in-Charge shall be final and binding upon the contractor.

26. Contractor shall give the details of executed works at least once in a week mandatorily to the concerned AE / JE.

27. For facia work and internal finishing work, double cup Lock steel scaffolding having two sets of vertical supports with steel staircase for inspection of works by engineer in charge shall be used. The supports shall be sound and strong, tied together with horizontal piece over which scaffolding planks shall be fixed.

28. The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties and to the public in general and to prevent any damage to such properties from pollutants like smoke, dust, noise. The contractor shall use such methodology and equipment so as to cause minimum environmental pollution of any kind during construction and minimum hindrance to road users and to occupants of the adjacent properties or other services running adjacent/near vicinity. The contractor shall make good at his cost and to the satisfaction of the Engineer-in-Charge, any damage to roads, paths, cross drainage works or public or private property whatsoever caused due to the execution of the work or by traffic brought thereon by the contractor. All waste or superfluous materials shall be carried away by the contractor, without any reservation, entirely to the satisfaction of the Engineer-in-Charge.

29. <u>Others Terms & Condition</u>

1. Contractor will provide sufficient technical staff to maintain the office / prepare bill / store & other works which are to be executed under the SR head as per CPWD norms for which no extra payment shall be made by ESIC.
2. Contractor should have valid Electrical contract license issued from State / Central Government.
3. ESIC will provide Water & Electricity from one source to the contractor and recovery of same will be made in monthly bill @ 1% of the total value of work done for whole some items.
4. Space to be provided to contractor by ESIC free of cost for setting up of Office as per approval of competent authority of ESIC till maturity / completion of work.

<u>Other Terms & Conditions</u>

1. The contractor shall provide necessary barriers, warning signals and other safety measures while executing the work wherever necessary so as to avoid accident. He shall also indemnify ESIC against claims for compensation arising out of negligence in this respect. Contractor shall be liable, in accordance with the Indian Law and regulations for any accident occurring due to any cause. The department shall not be responsible for any accident occurred or damage incurred or claims arising there from during the executions of responsible for any

accident occurred or damage incurred or claims arising there from during the executions of work. The contractor shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the contractor due to the above provisions.

2. Safe custody including watch and ward of the plant/ system, all the fixtures and other machinery will be entire responsibility of the contractor.
3. Cleaning of entire system/ units/ room/ machinery and other equipment will be the responsibility of the contractor. If the room is not found satisfactory at any time by the department recovery of Rs.50/- per day shall be made from the contractor's bill.
4. The contractor shall provide first aid/ box facilities for his staff at site.
5. The firm must pay Minimum Wages along with other allowances etc. and fulfill all statutory obligations like ESI, EPF etc.
6. The contractor is fully responsible for any dispute between him and his laborer. Whenever any major defects occur in the system the firm will inform immediately to department for taking proper action.
7. The contractor shall get cleaned all the distribution boards/ main boards/ main switches/ ceiling fans & fitting etc. to keep the system in healthy condition.
8. Any damage made by the contractor or the staff of the contractor deployed at the site of work during contract period shall be made good by the contractor at his own cost.
9. The Contractor shall provide adequate nos. of mobile phone to their staff at site to enable the Engineer-in-charge to have easy and quick communication. Nothing extra shall be paid to the contractor on this account and his quoted rates for various items under this contract will be inclusive of this obligation also.

30. <u>Schedule of Credit - I & II for Civil and Plumbing Work and Electrical works.</u>

To be enter individually as per the local available items / rates as per sites.

31. Responsibilities of the Contractor:

a) Contractor shall be solely responsible to pay the retrenchment compensation within the parameter of Section 25F of the Industrial Dispute Act. Contractor shall be liable to follow all the provisions of the Industrial Disputes Act, 1947.
b) No contractual worker hired by a contractor shall provide services beyond the age of 60. The minimum age of the person hired on contract may also be specified keeping in view the technical and functional skills required for the job at hand but will in no case be below minimum prescribed years of age for contractual engagement/ appointment.
c) Contractor shall ensure to obtain written undertaking from every worker deployed by it that he/she shall have no claim for any job in ESIC. Such undertaking from each deployed manpower shall be submitted to ESIC before deployment during the currency of contract.
d) The contractor shall provide a Grievance Redressal Mechanism for contract workers by putting a complaint box in a prominent place in the premises of ESIC field units, so that any contractual workers who have complaints against the contractors would be able to submit their complaints in those boxes.

e) Contractor shall ensure that ESIC premises is not being utilized in any manner for conduct of any activity other than official work relating to ESIC during the currency of contract.
f) In an event of deficiency in performance, misconduct and involvement in any act prejudicial to the interest of the Corporation by a worker, the Contractor shall be liable to transfer/terminate and take suitable action against that worker as per law and at his own discretion/instruction of the Principal Employer.
g) Contractor shall also be responsible to make good against any loss incurred to the Corporation due to such misconducts by the worker engaged by them. On termination/expiry of the contract of a contractor, ESIC would not be responsible for the re-employment of the workers.
h) The contractor, his authorized representative, workmen etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.
i) Contractor need to provide identity proof, address proof, and Police Verification Report of all engaged workers by the relevant police authority.

PRODUCT DELIVERY, STORAGE AND HANDLING:

a. The contractor shall construct storage space for chemicals and other materials to ensure that the storage conditions are as recommended by the manufactures.
b. All the materials shall be procured and delivered in seal containers with labels equable and intact.
c. All the chemicals (polymers, rusticides, epoxy water proofing compound, etc.) shall be procured in convenient pack, say 20 liters (KGs.) capacity packing only or as approved by the Engineer-In-Charge, and not in bigger capacity containers, say 200 liters (KGs.) drums.
d. All required materials for the SR Work shall be got approved, procured and deposited with the department supervisory staff. The materials will be kept in joint custody of the contractor and the department. The watch and ward of such material shall however, remain to be the responsibility to the contractor and no claim, whatsoever, on this account shall be entertained. Different containers of each chemical shall be serially numbered on packing also consumed in that order.
e. All the chemicals shall be procured by the contractor directly from the manufacture or their authorized dealers and copies of challan / cash memos towards the quantity of various chemicals procured shall be made available by the contractor to the department and the same shall be kept in record. The name of manufacture, manufacture's product identification, and manufacturer's mixing instructions, warning for handling and toxicity and date of manufacturing and shelf life shall be clearly and legibly mentioned on the labels of each container.
f. The contractor shall submit for the chemicals procured, manufacture's and / or authorized dealer's certificate regarding supplying and verifying conformance to the material specification, as specified.
g. All filled containers shall be handled in safe manner and in a way to avoid breaking container seals.
h. Empty containers of the chemicals should not be removed from the site till the completion of work and shall be removed only with the written approval of the Engineer-In-Charge.

i. All arrangement for measuring, dosing and mixing of materials / chemicals at site has to be made by the contractor. Nothing extra shall be payable on this account.
j. Contractor shall suitably advice his site Engineer and all the workers as regard safe handling of chemicals. Necessary protective and safety equipment's in form of safety helmets, hand gloves, goggles etc. shall be provided by the contactor at no extra cost and also used at site.
k. All incidental charges of any kind including cartage, storage, wastage and safe custody of materials etc. shall be borne by the contractor and no claim, whatsoever, shall entertained on this account.

32. Testing of Material

The testing of material to be got done by the contractor as per the direction of the engineer-in-charge, which will be decided by engineer-in-charge, ESIC on the basis of the quantum of material and work specific requirement. The testing should be done from the government approved / NABH accredited laboratory as approved by the engineer-in-charge, ESIC.

Annexure

LIST OF APPROVED MAKES for Civil & Plumbing Works

Sl. No.	Material	Approved Makes
1	Ordinary Portland Cement / Cement (OPC/PPC/43 grade)	ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement, J.K. Cement, Birla, L&T, Grasim, Lafarge
2	Ceramic Glazed Wall Tiles	Johnson, Somany, Kajaria, Nitco
3	Ceramic Glazed Floor Tiles	Johnson, Somany, Kajaria, Nitco, Asian
4	Chequered Tiles	Nitco, KK Manhole & Gratings, Modern, Ultra, Unistone and equivalent makes
5	Vitrified Tiles	Kajaria, Johnson, Marbito, Nitco, Asian, Somany, RAK
6	Mosaic Tiles	Nitco, Modern, Swastik and equivalent makes
7	Terrazzo Tiles	Nitco, Modern, Swastik and equivalent makes
8	Glass Mosaic Tiles	Italia, Nitco, Opio and equivalent makes

Sl. No.	Material	Approved Makes
9	Ready Mix Concrete (RMC)	L&T Concrete (Lafarge), Ultratech, ACC Concrete Ltd., RMC Ready Mix, NDCon Constructions Biltech, Eco Green, Finecrete, J.K. Lakshmi, Alchon
10	Precast CC Interlocking Paver Block, Kerb Stone	Nitco, KK Manhole & Gratings, Konkrete Products, Terra Firma, National Tiles Corp., Saral Impex, Balaji Tiles, Sham Tiles, MGM Infra, Krishna Tiles, Gian Nirman
11	Bathroom Fittings	Jaquar, Marc, Kohler, Jainko, Cera, Prima, Hindware and equivalent makes
12	Sanitary Ware	Hindware, Neycer, Cera, Parryware, Kohler, Johnson Pedder, Somany, Kerovit and equivalent makes
13	Kitchen Sink (Steel)	Neelkanth, Jayna, Nirali, Allex, JMD Intl, Steel Craft and equivalent makes
14	PVC Tank	Sintex, Sheetal, SPL, Storex, Unitank, Vectus, Kaveri
15	Non A.C./Sheets	Lotus, ChSRinar, Uppal, ACC and equivalent makes
16	Precast Cement Concrete Slab	Nitco, KK Manhole & Gratings, Konkrete Products and equivalent makes
17	G.I. Sheet	SAIL, Tata Shakti, Jindal, Swastik and equivalent makes
18	G.I. Pipe	Jindal Hissar, Tata, Prakash, BST and equivalent makes
19	Block Board, Ply Wood & Lamination Sheet	Century, Duro, Greenply, Merino, National, Samrat, Archidply, Kitply, Minimax, Prima Kanchan Ply, Jayna, Bhutan-Tuff and equivalent makes
20	Wall Putty	Birla Wall Care, J.K. Wall Care, Sara Wall Putty and equivalent makes
21	Acrylic Distemper	Berger, Asian, Nerolac, ICI
22	Exterior Paint	Berger, Asian, Nerolac, ICI
23	Synthetic Enamel Paint	Berger, Asian, Nerolac, ICI, Dulux
24	Waterproofing Cement Paint	Berger, Snowcem, Asian Paints
25	Modular Kitchen Accessories	Stallion, Sparkle Top, Hettich and equivalent makes
26	Brass Door Window Fittings	Sigma, Brasses, Bush and equivalent makes
27	Dash Fastener	Hilti, Fischer, Canon, Bosch and equivalent makes

Sl. No.	Material	Approved Makes
28	Hydraulic Door Closer	Hardwyn, Godrej, Dorma and equivalent makes
29	Lock & Latcher	Godrej, Harrison, Plaza, Golden and equivalent makes
30	APP	Bitumat, Roflex, STP, Dermabit Apex and equivalent makes
31	Aluminium Sections	Jindal, Indalco, Indian Aluminium Co., HINDALCO and equivalent makes
32	Centrifugally Cast Pipe	NECO, Truform, TECNO Sales Corp., Bengal Iron, Durgapur ISPAT Udyog, Singhal Iron, Kapilansh, RPMF, HIF
33	Tempered/Float Glass	Modi Float, Saint Gobain, Asahi and equivalent makes
34	PTMT Fittings	Prayag, Wilson, Supreme and equivalent makes
35	White Cement	J.K. White, Birla White, ACC White
36	Structural Steel	SAIL, Tata, Jindal, RINL, JSW Steel
37	Prelaminated Particle Board	Century Ply, Novapan, Kitlam, Archidply, Balaji Action Buildwell, Ecoboard
38	Tile Adhesive	CICO Bal Endura, Pidilite, Ferrous, Sika, Thermoshield, Ardex Endura, Ultratech
39	Gun Metal Valves	Leader, Sant, Zoloto, Rajan Metal Industries, H.B. Metals, HVI, NVR and equivalent makes
40	CI Manhole Cover	B.C., RIF, NECO, Binay Udyog, Chanderanchal and equivalent makes
41	UPVC Pipe	Supreme, Prince, Finolex, Prakash, Veka, Fenesta, Rehau, Polywood
42	Ball Valves	Zoloto, IBP, ARCO and equivalent makes
43	CPVC Pipe & Fittings	Ajay Flowguard, Ashirvad, Supreme, Prince, Finolex, Prakash, Astral and equivalent makes
44	POP (Plaster of Paris)	Birla White, Sakarnai, JK Laxmi
45	FRP Chajja & Doors	Fibiereways, Fibre Engineer, Ashish Industries, Jayna, Sainik, Selected Products and equivalent makes
46	Reinforcement Bars	Tata, SAIL, RINL, Rathi, Jindal Steel & Power, JSW Steel

Sl. No.	Material	Approved Makes
47	GI Fittings	Unik, UK, Surya, Prakash, AVR, Zoloto, Sant, HBI, NVR
48	Fibre Glass Sheet and Chajjas	Rooffit, Fibreways Tech, Simba, Fibiereways, Fibre Engineer and equivalent makes
49	Mirror Glass/Bevelled Edge Mirror	Atul, Modiguard, Golden Fish, Saint Gobain, Modi Guard and equivalent makes
50	Panelled/Wire Gauge Wooden Door/Window/Flush Door	Jain Wood, Kutty Doors, Samrat, New Jagdamba, Merino, Kitply, AS Timber, Century Plyboard and equivalent makes
51	Primer/Wall Primer	Berger, Asian, Nerolac, ICI, Dulux
52	Oil Bound Distemper	Berger, Asian, Nerolac, ICI and equivalent makes

Notes :

1. The weight and thickness of the material should be as per CPWD Specification/relevant IS Code / manufacturer specifications.

2. The above list is not exhaustive and as such materials beyond the above said list shall be used in the work only after due approval from the ESIC engineer.

LIST OF APPROVED MAKES for Electrical Works

Sl. No.	Description of Items	Approved Makes
1	FRLS PVC Insulated Copper conductor single core cable	Harvell's/ Polycab / Finolex / Grandlay
2	XLPE Insulated, PVC Sheathed Aluminium conductor SRured cable	Havells / CCI /Skytone /Polycab / Grandlay
3	G.I. box with modular plate / 5/6 Amp switch / 5/6 Amp socket outlet	Anchor AVE/ Legrand Myrius / MK Blenz / Seimens / Panasonic / schneider and equivalent makes
4	Steel Conduit	RM Con/NIC/AKG/BEC ISI Marked and equivalent makes
5	1200 mm BLDC ceiling fan	HAVELLS/BAJAJ/ATOMBERG/USHA/ORIENT /CROMPTON
6	Feeder Pillar / Panel	Advance / C&S / AMBIT/ ADLEC/ASPL and equivalent makes
7	Load Bank	Havells / Legrand / HPL and equivalent makes
8	MCB / MCB DB and sheet steel Metal enclosed industrial socket, plug top and Isolators	Legrand / Siemens/ ABB /Havells / L&T / Schneider / C&S / G.E. and equivalent makes
9	MCCB	L&T / Legrand /Siemens / ABB/ Schneider / Havells
10	TRANSFORMER	VOLTAMP/SCHNEIDER ELECTRIC/CROMPTON/ABB/SIEMENS/KIRLOSKAR and equivalent makes
11	LT cable	Finolex / RR Kabel / Havells /Polycab/ KEI

12	LT,MV PANELS/APFC PANEL	SIEMENS/SCHNEIDER/L&T/ABB/LEGRAND/PRISTINE/Application Control Panel/Neptune/ SPC Electric LTD (The manufacturer must have CPRI test certificate)
13	Air Circuit Breaker (ACB)	LK (former L&T) (U- Power) / ABB (e-Max) / Siemens (3WL) / Schneider (masterpact-MVS) and equivalent makes
14	Rising Mains/ End Feed Unit/ Tap Off Box.	LEGRAND/SIEMENS// LK (former L&T) /SCHNEIDER/ABB and equivalent makes
15	LED indication light & push button	BCH / C&S / L&T / Siemens and equivalent makes
16	300 mm Sweep Exhaust Fan 900 rpm heavy duty	HAVELLS/BAJAJ/ATOMBERG/USHA/ORIENT/CROMPTON
17	G.I. Pipe	Tata / Jindal Hisaar / Prakash Surya / Swastik/ Sail
18	Phase indication light	BCH/ L&T /GE/C&S and equivalent makes
19	LED FITTINGS	PHILLIPS/HAVELLS/CROMPTON/WIPRO/TRILUX/Lighting Technology /OSRAM
20	LED Smart Bright Extra Batten	Philips Model No. BN021 LED 25S 6500 PSU GRS1 or equivalent in Wipro/ TRILUX / HAVELLS / Osram / Crompton
21	14 watt LED aesthetically designed liner mirror light	Philips /Wipro / TRILUX / Havells/BAJAJ.
22	21 watt wall mounted LED batten	Wipro Cat No.LM31-211-XXX-57-XX or equivalent in Philips / TRILUX /havells/ Osram / Crompton
23	6 watt surface/recess mounted LED luminaire	Philips / Trilux / Wipro / Havells.
24	12 watt surface mounted LED	Wipro cat No. LD80-101-XXX-60-SM or equivalent in Philips / Trilux /havells/ Osram / Crompton
25	10 watt LED type Bulkhead luminaires	Philips / Trilux / Wipro / Havells/BAJAJ/CROMPTON

26	80 watt LED fittings	Wipro cat no LF19-931-060-57-XX or equivalent in Philips / Trilux/havells/ Osram / Crompton
27	120 watt LED fittings	Wipro cat no -LF07-122-XXX-50-V5 or equivalent in Philips / Trilux/havells/ Osram / Crompton
28	Split AC	Hitachi / Carrier/ Blue Star /O-General/LLYOD/Voltas and equivalent makes
29	5 KVA Stabilizer	Blue bird / Logicstate/ PCI/Microtek and equivalent makes
30	Octagonal Pole	Valmont/ Philips/ Crompton / Paruthi and equivalent makes
31	Aviation obstruction light fitting	Bajaj Cat no. BJAOL-1 or equivalent Philips/ Greaves / Philips / C&S and equivalent makes
32	Brass compression gland	Comet / Grip well / Hensel /Dowells and equivalent makes
33	400mm Oscillating wall fan	Havells / Crompton Greaves/Orient/ALSTOM/Polar
34	70mm dia HDPE pipe	AKG / Duraline / Rex and equivalent makes
35	LED SMD Panel Light	Philips / Trilux / Wipro / Havells. and equivalent makes
36	Hand Drier	Euronics / Dolphy and equivalent makes
37	Pole Box	Sinthex /AKG/MK/ Hansel. and equivalent makes
38	Straight through joint with heat shrinkable kit	M Seal / Denson / Raychem and equivalent makes
39	Change Over Switch	C&S / L&T / Seimens/ABB and equivalent makes
40	Intelligent Addressable Optical Smoke Detector	Notifier-Honeywell/Bosch/Hochiki/Gamewell/Femwell/Siemens/GeEdward/Detnov
41	Pump motor starter	C&S / L&T / Siemens/ABB. and equivalent makes

42	Intelligent Addressable Thermal Detector	Notifier/Honeywell/Bosch/Hochiki/Gamewell/Femwell/Siemens/GeEdward/Detnov
43	Intelligent Addressable Multi Criteria Photo electric Smoke cum Heat Detector DetectorsThermal Detector	Notifier/Honeywell/Bosch/Hochiki/Gamewell/Femwell/Siemens/GeEdward/Detnov and equivalent makes
44	Addressable Manual Call Box	Notifier-Honeywell/Bosch/Hochiki/Gamewell/Femwell/Siemens/GeEdward/Detnov
45	Fire Survival Cable	Lapp Kabel/Pirelli/Belden/Ramcro/Draka and equivalent makes
46	Fiber Optic Network Cable/Cat 6	As per IEI work
47	Speakers	Honeywell/Bosch/Siemens/Bose/Yamaha/Shrue/TOA/Electrovoice
48	Analog Addressable Optical Smoke Detector	Notifier/Gamewell(USA)/Bosch/Detnov
49	Analog Addressable Thermal Detector	Notifier/Gamewell(USA)/Bosch/Detnov and equivalent makes
50	Duct Casting Unit	Notifier/Gamewell(USA)/Bosch/Detnov and equivalent makes
51	Digital Amplifier	Bose/Electrovioce/Bosch/Beyer Dyanamic/D&B Audio Technik and equivalent makes
52	Fire Pump	Kirloskar/KSB/Mather & Platt and equivalent makes
53	Motor	ABB/Siemens/Crompton Greaves/Kirloskar and equivalent makes
54	First Aid Hose Drum	Ashok/Newage Bombay/Eversafe and equivalent makes
55	Diesel Engine	Cumins/Caterpillar/Kirolskar and equivalent makes

56	Butter Fly Valve	C& R/Intervalve/Advance/Audco and equivalent makes
57	RRL Hose	Newage Premier Bombay/Padmini/Eversafe Indian Rayon/Fire Marshall and equivalent makes
58	Sprinklers (All types)	Tyco/HD/Viking/Newage Bombay/Eversafe/Getech and equivalent makes
59	Sluice & non-return valves	Kirloskar/ Kalpana/ Sant/zoloto/kartar and equivalent makes
60	Pressure switch	Indfoss/ Switzer/ System Sensor/ Danfoss and equivalent makes
61	Pressure Gauges	Fiebig/ H-Guru/ Bell and equivalent makes
62	Strainer	Zoloto/sant/advance/kartar/VS/SB/ Leade and equivalent makes
63	First Aid Hose Drum	Newage / savemax/ padmini/SB and equivalent makes
64	Batteries	Exide/APC/Panasonic/amron and equivalent makes
65	Power Cables	Havells/ Rallison/Polycab/ RR Kabel/ Finolex/Grandlay and equivalent makes
66	CT/PT Transformer	AE/ Kappa/ C&S/Guru and equivalent makes
67	Indicating Lamps	L & T / Siemens / GE / AE / IMP/ BCH / Schneider/ Telemechanique / ABB and equivalent makes
68	Signage	Prolite / Glolite / Mr. Lite and equivalent makes
69	Exit/ Engress Light	Prolite / Glolite / Mr. Lite / Agni and equivalent makes
70	Hooters, Strobe & speaker	Onyx Series - Notifier UL Listed / IFC Series - Johnson Control UL Listed / E 3 Series – Gamewell and equivalent makes
71	Fire fighter Phone Jack, Telephone Handset, Phone Control Module	Onyx Series - Notifier UL Listed / IFC Series - Johnson Control UL Listed / E 3 Series – Gamewell and equivalent makes

Notes:

1. The material shall be conforming to CPWD Specification/relevant IS Code / manufacturer specifications etc.

2. The above list is not exhaustive and as such materials beyond the above said list, if required, shall be used in the work only after due approval from the ESIC engineer.

3. Any other items to be got approved by Engineer – in-charge.

INTEGRITY PACT

(On Bidder's Letter Head)

To,

The Regional Director
ESI Corporation
Regional Office Kolkata

Subject: SITC of VFD water pump panel, piping work, Insulation work & replacement of by valves at ESI, Hospital Durgapur, West Bengal

Dear Sir,

I / We acknowledge that ESIC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender / bid document.

I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I / We will stand disqualified from the tendering process. I / We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender / bid is finally accepted by ESIC. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article - 1 of the enclosed Integrity Agreement.

I / We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender / bid, ESIC shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the tender / bid in accordance with terms and conditions of the tender / bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY AGREEMENT

This Integrity Agreement is made at ..... on this ..... day of 2026

BETWEEN

Regional Director, ESIC, PANCHDEEP BHAWAN, Salt Lake, GB , Block sector-3 '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Bidder)

through..... (Hereinafter referred to as the (Details of duly authorized signatory)

"**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

PREAMBLE

WHEREAS the Principal / Owner has floated the Tender **(NIT No** C/AG-12/22/DGP/CMC-AMC/HVAC/2021/PMD **)** (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for: - **Name of Work:** SITC of VFD water pump panel, piping work , Insulation work & replacement of by valves at ESI, Hospital Durgapur, West Bengal

Hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any

kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests**.**

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

2) **Forfeiture of EMD/Performance Guarantee/Security Deposit**: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the

anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, ESIC.

Article 7- Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.

2) Changes and supplements need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners

and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)
.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1. .....
(Signature, name and address)

2. .....
(Signature, name and address)

Place:

Dated:

SITC of VFD water pump panel, piping work , Insulation work & replacement of by valves at ESI, Hospital Durgapur, West Bengal

Percentage rate Tender/Percentage rate Tender & Contract for Works

(A) Tender for the work of: -

(i) SITC of VFD water pump panel, piping work , Insulation work & replacement of by valves at ESI, Hospital Durgapur, West Bengal To be uploaded on the CPP Portal website

https://eprocure.gov.in/eprocure/app.

(ii) To be opened in presence of tenderers who may be present as per above mentioned date and time in the ESIC REGIONAL OFFICE KOLKATA PANCHDEEP BHAWAN, Salt lake, GB, Block Sector-3, Kolkata - 700097

(iii) TENDER

I/We have read and examined the notice inviting tender, GCC, PCC, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Director General, ESI Corporation within the time specified in **Tender document** viz. schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in GCC & PCC and Directions and in Clause 3 of the PCC of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for 90 days from the date of opening of technical bid and not to make any modification in its terms and conditions.

A sum of **Rs. …..00** is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money.

A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded (strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Director General, ESI Corporation or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that Director General, ESI Corporation or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a

guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 2 of the PCC.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of ESI Corporation, then I/We shall be debarred for tendering in ESI Corporation in future forever. Also, if such a violation comes to the notice of ESI Corporation before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated: Signature of Contractor:

Witness: Postal Address**:**

Address:

Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of Director General, ESIC for a sum of

Rs._____(Rupees_____
___)

The letters referred to below shall form part of this contract
Agreement:- (a)
(b)
(c)

REGIONAL DIRECTOR , ESIC

Signature.....

Dated..... Designation.....

LETTER OF TRANSMITTAL

(On Bidder's Letter Head)

To

The Regional Director
ESI Corporation
Regional Office Kolkata
Panchdeep Bhawan, Salt Lake,
GB, Blosk Sector-3, Kolkata

Subject: SITC of VFD water pump panel, piping work, Insulation work & replacement of by valves at ESI, Hospital Durgapur, West Bengal

Having examined the details given in Press / Web Notice and NIT / Bid Document for the above work, I / we hereby submit the relevant information.

1. I / We hereby certify that all the statements made and information supplied in the enclosed forms "A" to "C" and accompanying statement are true and correct.
2. I / We have furnished all information's and details necessary for eligibility and have no further pertinent information to supply.
3. I / we submit the following certificates in support of our overall suitability, technical competence for having successfully completed the following similar works for establishing our eligibility:

S.No.	Name of work	Certificate from
1		
…		
…		

Certificate:
It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I / We shall be liable to be debarred and disqualified for participating in the subject bid as well as in future in case any information furnished by me / us found to be incorrect by ESIC.

Enclosures: ……. Signature(s) of Bidder (s)

Date of Submission: Seal of Bidder

TENDER

I / We have read and examined the Notice Inviting Tender and other contents such as technical and financial bid formats etc. of the bid document carefully and hereby tender for execution of the SR work for ESI Corporation in terms of various terms and conditions as stipulated in the bid document.

We agree to keep the tender open for **Ninety (90) days** from the due date of opening of financial bid and not to make any modifications in its term & conditions.

A sum of **Rs. …..00 hereby** forwarded in the form of Demand Draft / Pay Order issued by a scheduled bank as Earnest Money. If I / We, fail to furnish the prescribed Performance Guarantee within prescribed period, I / We agree that the ESI Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, I / We agree commence work as specified and if I / We fail to commence work as specified, I / We agree that ESI Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained therein.

Further, I / We agree that in case of forfeiture of earnest money or Performance Guarantee as aforesaid, I / We shall be debarred for participation in the re-tendering process of the work.

I / We undertake and confirm that eligible similar work(s) has / have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I / We shall be debarred for tendering in ESIC in future forever. Also, if such a violation comes to the notice of ESIC before date of start of work, the Regional Director, ESIC, West Bengal shall be free to cancel the Agreement and to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.

I / We hereby declare that I / We shall treat the tender documents and other records connected with the work as secret / confidential documents and shall not communicate information derived there from to any person other than a person

to whom I / we am / are authorized to communicate the same or use the information in any manner prejudicial to the interest of ESIC / safety of State.

Dated: ..... Signature of Bidder (with Seal)

Signature of Witness: Postal Address
Name & Address:
Occupation:
Contact Details :

FORM OF PERFORMANCE GUARANTEE

(BANK GUARANTEE BOND)

In consideration of Director General, ESI Corporation (hereinafter called " ESIC" or "Corporation") having offered to accept the terms and conditions of the proposed agreement between ESIC, as First Party and …..…..……., as Second Party (Herein after called "the said contractor(s)") for the work …… (Herein after called "the said Agreement') having agreed, to production of an irrevocable Bank Guarantee for Rs…….. (Rupees ……only) as a security/guarantee from the contractors(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We …… (*Indicate the name of Bank)* …… (Hereinafter referred to as "Bank") hereby undertake to pay to the ESIC an amount not exceeding Rs……. (Rupees ……) only on demand by the ESIC.

2. We …… do hereby (indicate the name of Bank) undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs…… (Rupees ……..……) only.

3. We, the said bank further undertake to pay the ESIC any money so demand notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We ……. (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till ESIC certifies that the terms and

conditions of the said Agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.

5. We ……. (Indicate the name of Bank) further agree with the ESIC that the ESIC, i.e. First Party shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Corporation or any indulgence by the Corporation to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) i.e. Second Party.

7. We …… (Indicate the name of bank) lastly undertake not to revoke this guarantee except with the previous consent of the Corporation in writing.

8. This guarantee shall be valid upto …….. unless extended on demand by Corporation. Now withstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. …… (Rupees ……) only and unless a claim in writing is lodged with us within six months of the date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.

Dated, the ……Day of..... For……(Indicate the name of the Bank)

Technical Bid Forms

S.No.	Form	Particular
1.	A	TECHNICAL BID PERFORMA (Form A)
2.	B	PERFORMANCE REPORT OF INDIVIDUAL WORK REFERRED TO IN FORM "B"
3.	C	UNDERTAKING (Form C)

Form -A

TECHNICAL BID PERFORMA

1. GENERAL INFORMATION

NAME OF THE CONTRACTOR/ FIRM ALONG WITH ADDRESS AND TELEPHONE / MOBILE NO. AND E-MAIL ADDRESS	
NAME OF OWNER / ALL PARTNERS / ALL DIRECTORS	
TYPE OF FORMATION (Proprietorship / Partnership / Pvt. Ltd / Ltd.)	
BANK ACCOUNT NUMBER WITH BANK NAME, IFSC Code AND ADDRESS	

2. STATUTORY AND OTHER REQUIREMNTS:

Particulars	Registration Number	Copy Enclosed (Yes / No) & Reference Page No.
Certificate of Incorporation / Registration of Firm		
Registration details as Civil Contractor with C.P.W.D.s / State P.W.D.s. / M.E.S. / Railways / BSNL Civil wing or any other government body (along with year of registration) and working limit.		
Valid copy of ESI Registration		
Valid copy of EPF Registration		
GST Registration		
PAN No. under Income Tax		
valid electrical contract license from Central Government or any State/UT Government.		

3. DETAILS OF COMPLETED WORK AS PER SL. NO. 4 OF ELIGIBILITY CRITERIA:

Name of Government/Private Body	Details of the Completed Works of Similar Nature	Cost of the Completed Works	Copy of Certificate issued by Govt./Private Body Enclosed (Yes / No)

4. DETAILS OF BALANCE SHEET / P&L ACCOUNT DURING LAST THREE FINANCIAL YEAR:

Financial Year	Copy Enclosed (Yes / No)	Income (Rs.)	Expenditure (Rs.)	Net Profit / Loss (Rs.)
2022-23				
2023-24				
2024-25				

5. COPIES OF INCOME TAX RETURN DURING LAST THREE FINANCIAL YEARS:

Financial Year	Income Tax Return Enclosed (Yes / No)
2022-23	
2023-24	
2024-25	

6. COPIES OF ANNUAL TURNOVER:

Financial Year	Annual Turnover Return Enclosed (Yes / No)
2022-23	
2023-24	
2024-25	

Sign and Seal of the Contractor: _____
Date: _____
Place: _____

Form -B

EXPERIENCE OF COMPANY

Experience of similar nature of completed work as per eligibility condition:

1	Project title & Location:	
2	Name of the Client and Address:	
3	Describe area of participation (Specific Work done / services rendered by the applicant)	
4	Period of work Done / Services rendered for the project	
5	Total cost of similar nature of work as per completion Certificate	
6	Date of start of the work	
7	Date of completion of the work	
8	Completion Certificate issued by	
7	Any other details	

Note: This is the format of experience certificate, the contractor has to enclose actual / original certificate issued from the client.

Signature of Contractor: .....

Date: .....

Place: .....

Form-C

UNDERTAKING

1. I / we, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire / extended period of contract.
3. The earnest money of Rs. _____ has been deposited by me vide demand Draft / Banker Cheque No. _____ dated: _____ drawn on Bank _____ Branch _____.
4. I / we hereby undertake to provide the service as per directions given in the tender documents / order within stipulated period.
5. I / We give the rights to Regional Director, ESIC to forfeit the earnest money deposited by me / us if any delay occurs on my / agent's part of failed to provide the service within the scheduled time or service of desired quality.
6. This is to declare and certify that the neither myself nor my firm has ever been blacklisted by any Govt. / Semi Govt. / PSU / Private Institution etc.
7. I / We hereby certify that my firm follow all the statutory compliances i.e Labour laws, Minimum Wage act, Tax rules etc. to perform the works.
8. I / We hereby certify that my firm will get all the required license / certification to perform the work.

Sign & Seal of Contractor: _____

Full Name: _____

Designation: _____

Date: _____

Place: _____

FINANCIAL BID FORM

NAME OF WORK: Construction of **<< Project name and location>>**

Budgetary amount: Rs. only (in Words)

NAME OF CONTRACTOR:

S.No.	Description	Percentage Quote *
		(in figures & words)
1.	FB-1 (Details provided for same)	_____% ****

Seal of the Organization

Signature of the Authorized Signatory ****

Note:

- In case of contractor quoted same percentage for work, i.e. in case of Tie, the contractor having higher average turnover in last three (3) years among the tied contractor will be given weightage.
- This is only sample Performa (it may vary).
- **The same to be submitted in online Bid Performa only (.xls file).**

In case of discrepancy charges quoted in words shall be final.

The details of repair work are mentioned below.

Estimate for PLC Panel for Existing VFD system at ESI hospital Durgapur and external allied work						
SI	**ITEM**	**Unit**	**QTY**	**NON DSR RATE**	**DSR 2025**	**Amount**
1	Supply of L.T. MCC, PLC Based l0HP VFD Operated Water Pump Panel					
1.1	Single front non draws out, fully compartmentalised with inter feeder sheet steel barrier. DIM= 1050(W) x 1500(H) + 300 x 350(D). Voltage/ Frequency rating: 415V, ±10%, 50Hz. ± 5%	Each	1	4,81,000.00		4,81,000.00
2	Supply & Fixing 3HP motor 1445 RPM (3 HP)	Each	1	32,509.00		32,509.00
	Total					5,13,509.00
	Add CP & OH @15%					77,026.35
	Total					5,90,535.00
	Cartage @1%					5,135.09
	Total					5,95,670.00
	Add GST @18%					1,07,220.679
	TOTAL(A)					**7,02,891.00**
	FOR EXTERNAL PIPE WORK					
	INSULATED CHILLED WATER PIPING (Nitrile rubber insulation)					
30.2	Supplying, laying/ fixing, testing and commissioning of following nominal sizes of chilled water piping inside the building (with necessary clamps, vibration isolators and fittings but excluding valves, strainers, gauges etc.) duly insulated with following closed cell elastomeric nitrile rubber of minimum 45 Kg/ cu m density, thermal conductivity 0.037 **W/MK** or better at 20 deg mean temperature class 'O' insulation applied by suitable adhesive complete including repairing of damage to building etc. as per specifications and as required complete in all respect.					
30.2.6	150mm dia. (50mm thick insulation)	Rm		39	5089	173784
30.2.7	125mm dia. (50mm thick insulation)	Rm		25	4456	111400
30.2.8	100mm dia. (50mm thick insulation)	Rm		17	3556	60452
	INSULATION ON EXISTING PIPE					

30.5	Supplying, laying, fixing, testing and commissioning of following thickness closed cell elastrometric nitrile rubber of class 'O' applied by suitable adhesive, as per specifications and as required complete in all respect.					
30.5.1	32mm	**SQ.M**		11.55	1203	13894.65
30.7	Supplying, fixing, testing and commissioning of following valves, strainers, gauges in the chilled water plumbing duly insulated to the same specifications as the connected piping and adequately supported as per specifications.					
30.7.1	BUTTERFLY VALVE (MANUAL) with C I body SS Disc, Nitrile Rubber Seal & O- Ring PN 16 pressure rating for chilled water/hot eater circulation as specified					
	150 mm dia.	Each		5	9272	46360
	TOTAL (B)					**405891**
					TOTAL (A+B)	**1108782**
					GROSS TOTAL	1108782

The details of items of the above estimate.

TECHNICAL SPECIFICATION			
Sl.No	Description	Details	
1	Mounting	Floor Mounting self-supporting	
2	Configuration	Single front non draw out , fully Compartmentalized with inter feeder sheet steel barrier DIM=1050(W) x1500(H) +300x350(D)	
3	Voltage /Frequency rating	415V +/- 10%, 50Hz +/- 5%	
4	Sheet steel Thickness	1.6mm for enclousre, doors, covers & Barriers.	
5	Type of sheet steel	CRCA	
6	Size of base frame	40x3 Angle	
7	Type & thickness of gland plate	Deatchable, 2mm thick	
8	Panel Dimension	As per construction as needed	
9	Type of sheet treatment	Chemical (Degraesing, Pickling, Phosphating)	

10	Primer coating	2 Coats of anti-corrosive primer	
11	Finish paint type	Powder coated	
12	Finish paint shade	Pebble grey (RAL7032)	
13	Measure against ingress	All opening shall be covered with neoprene rubber gasket	
14	Degree of protection	IP-54	
15	Cable entry	From bottom through detachable gland plate.	
16	Cable termination	Front of panel	
17	Type of cable terminals	Stud type	
18	Door Interlocking	Each feeder door shall be interlocked with respective switch gear	
19	Size of control wires	1.1 KV grade PVC insulated 2.5sqmm flexible Cu wire for CT circuits and 1.5sqmm for voltage & control circuits.	
20	Control wire termination	With tinned Cu lugs	
21	Type of control wire identification marking	Interlocked type ferrule marker	
22	Size 7 Material of earth bus	8mm stud (MS)	
23	Connection of hinged doors with earth bus	By flexible copper wire	
24	Reference standard	IS:8623	
Panel shall be suitable for housing and interconnected with the following Feeders/Components 100A incoming feeder for mains incomer comprising of following components			
100A Incoming feeder for mains incomer comprising of following components			
Sl.No	Description	Unit	Qty
1	100ATP MCCB (36KA) with TMD based O/L S/C release, ROM	No	1
2	RYB LED Type indicating lamp 240 V AC for phase on indications	Set	1
3	Phase sequence relay with 4C/O miniature relay & Base, 230V AC	Set	1
4	6A, SP MCB for control circuit.	No	3
Outgoing feeders-10HP VVFD with By-pass facility-3Nos Comprising of			
Sl.No	description	Unit	
1	40A, TP MCB 3 Nos	No	3
2	7.5KW VVFD unit	No	3

3	40A TP contactor, 230V with 2NO+2NC Aux block	No	6
4	14-23A OLR Relay	No	3
5	Star/Stop push button with NO, NC element	No6	6
6	ON/OFF/Trip LED indicating lamp, 230V AC	No	9
7	Auc Contactor, 2NO+NC, 230V AC	No	3
8	Miniature Relay, Base, 2C/O,230VAC		6
9	1pole 2 way with off mode selection switch	No	3
10	4Pole 2 Way with off selector switch	No	1
11	6A, DP MCB	No	3
PLC chamber comprising of			
Sl.No	Description	Unit	Qty
1	10A, DP MCB	No	2
2	415V/230V Control Trf,500VA	No	1
3	PLC Unit with 8DI, 3DO with HMI	Set	1
4	Miniature Relay, 2C/O, 24VDC	No	3
5	SMPS unit, 230V AC/24V DC,2A	No	1
6	Miniature Relay, 2C/O, 230V AC	No	1
Make of Component shall be as below			
Sl.No	Item	Make	
1	MCCB/Contactor/MCB/OLR	L&T	
2	PLC	GIC	
3	Selector Switch	L&T/KAYCEE	
4	LED Type Indicating Lamp	L&T, Schneider	
5	VVFD	INVT	

Signature Not Verified
Digitally signed by PRATIVA LAMA
Date: 2026.05.12 15:07:13 IST
Location: eProcure-EPROC