



कर्मचारी राज्य बीमा निगम
EMPLOYEES' STATE INSURANCE CORPORATION

क्षेत्रीय कार्यालय
REGIONAL OFFICE
पंचदीप भवन
PANCH-DEEP BHAVAN

सर्वोदय नगर , कानपुर-208005
SARVODAYA NAGAR, KANPUR - 208005

(Ministry of Labour & Employment, Government of India)

Website : www.esic.nic.in ; www.esicuttarpradesh.org

E-Mail : rd-up@esic.in Phone- Phone -0512-2219171-72-73

E-TENDER NOTICE FOR SUPPLY AND INSTALLATION OF AIR-CONDITIONERS TO REGIONAL OFFICE, ESI CORPORATION KANPUR.

E-Tenders in two bid system through 'E-procurement' solution are invited from reputed Firms/Agencies having three years of experience for supply and installation of Air-Conditioners in the Central /State Govt., Public or Private Sector companies/undertaking bodies. The rates quoted will be valid for a period of 1 year from the date of award of contract which can be extended for a period of one year subject to satisfactory performance on the same rate, terms and conditions. (For details please visit our website www.esic.nic.in & www.esicuttarpradesh.org).

Detail Tender Documents are available online from 05.05.2017 (<https://esictenders.eproc.in>), Bidders have to deposit the Earnest Money Deposit (EMD) of Rs. 18000/- in the form of Demand Draft/pay order drawn in favour of "ESI Fund A/c No. 1" payable at Kanpur to be dropped in the Tender box in Room no. 108, Asst. Director (Genl), Regional Office, ESIC, Kanpur before 1:00 p.m. on or before 25.05.2017.

The interested tenders should upload duly signed tender form and their bids along with scanned copies of all the relevant certificates, documents etc. in support of their technical & price bids on the <https://esictenders.eproc.in>, latest by 25.05.2017 upto 1:00 PM. The technical bids will be opened online on 25.05.2017, 2:30 PM at Room No. 119, 1st Floor, RO Kanpur.

Tender document is also available for viewing on the website of Employees' State Insurance Corporation i.e. www.esic.nic.in & www.esicuttarpradesh.org.

Regional Director

Schedule of e-tender notice:

Date & time of issue/publishing of Bid Document: 05.05.2017

Last date & Time for receipt of tenders: 25.05.2017 upto 1:00 PM

Physical submission of EMD: 25.05.2017 upto 1:00 PM

Date & Time for opening of Technical Bids: 25.05.2017 at 2:30 PM

Date & Time for opening of Financial Bids: 26.05.2017 at 11:00 AM

For technically qualified bidders:

Estimated cost: 13,60,000/- (Approx.)

Place of opening the Tenders: Room No. 119, 1st Floor, RO Kanpur.

Bid Validity period: 180 Days from the last date of submission of tenders

Important Instructions for Bidders

All bidders/contractors are required to procure Class-IIIB Digital Signature certificate (DSC) with Both DSC Components i.e. Signing & Encryption to participate in the E- Tenders.

1. Bidder should get registered at <https://esictenders.eproc.in>.
2. Bidders can contact our Helpdesk at <https://esictenders.eproc.in/html/Support.asp>
3. Bidder needs to submit Bid Processing fee Charges of Rs. 2495/- (non-refundable) in the form of Demand Draft from any scheduled bank, in favour of M/s C1 INDIA PVT LTD. payable at New Delhi for participation in the tender.
4. Along with the Demand draft, Bidder needs to send a covering Letter mentioning about the payment details, company Name, Address, Payment towards ESIC Bid Processing Fees (Mention the Tender ID and Tender Title.)
5. The payment should reach at the below mentioned address, one day before the due date and time of Bid Submission.

Kind Attn: Mr. Mohit Chauhan

C1 India Pvt. Ltd.

301, Gulf Petro Chem Building, 1st Floor,

Udyog Vihar, Phase-2,

Gurgaon, Haryana-122015

Note: Payment will be approved only after physical receipt of Demand Draft.

II. INSTRUCTION TO TENDERERS

1. The Tenderers are required to submit online two separate Bids i.e. – Technical and Financial, as per prescribed Performa.
2. The declaration in the prescribed Performa (Annexure III) enclosed should be submitted online along with the Technical Bid.
3. The Earnest Money Deposit (EMD) of Rs. 18000/- (Rupees Eighteen Thousand only) In the form of Demand Draft/Pay Order from a nationalized/ the commercial bank drawn in favour of “ESI Fund A/c No. 1” payable at Kanpur. It should remain valid for a period of 180 (One Hundred Eighty) Days from the last date of submission of the Tender. In the absence of EMD, the tender shall be rejected summarily. The earnest money shall be refunded to the unsuccessful Tenderers within 30 days after finalization of the contract after receiving the request from the unsuccessful tenderers. It shall be refunded to successful Tenderer on the receipt of performance security deposit. No interest is payable on the EMD.
4. All entries in the tender form should be legible and filled clearly. Any overwriting or cutting which is unavoidable shall be signed by the authorized signatory.
5. The bid shall be valid for 180 (One Hundred Eighty) days from the date of submission of tender.
6. The tenderers shall quote for all work failing which the bid shall be considered non responsive.
7. Tender incomplete in any form will be rejected outright. Conditional Tenders will be rejected outright.
8. The closing date and time for receipt of tenders will be 01.:00 P.M. on 25.05.2017.
9. No tenderer will be allowed to withdraw after submission of the tenders within the bid validity period otherwise the EMD submitted by the tendering firm would stand forfeited.
10. In case the successful tenderer declines the offer of Contract, for whatsoever reasons(s), his EMD will be forfeited.
11. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as Contactor.

12. The successful tenderer will have to deposit a Performance Security Deposit of 10% of the value of the Contract by way of Fixed Deposit Receipt (FDR) from a commercial bank and hypothetical in favour of "E.S.I. FUND. A/c No. 1" valid for 60 days beyond the expiry of period of one year from the date of completion of the contract and further renewable, if required. Alternatively the Performance Security Deposit may be in the form of an unconditional Bank Guarantee from a scheduled bank in the format approved by ESIC.
13. The successful tenderer will have to deposit the Performance Security Deposit and commence the work within 15 days of acceptance of tender. Otherwise the contract will be cancelled and EMD will be forfeited.
14. All pages of tender documents submitted/ uploaded should be numbered and signed by authorized signatory of participating firm with seal in acceptance of the terms & conditions laid down by ESIC.
15. The prospective bidders are free to seek any clarification from the Assistant Director /Superintendent General Branch, ESI Corporation, Sarvodaya Nagar, Kanpur- 208005 with prior appointment on any working day before tender opening.
16. The competent authority reserves the right to withdraw/relax any of the terms and conditions mentioned above. In such a situation the tenderer shall be given sufficient time to take the changes into account.
17. The competent authority reserves the right to reject all or any tender in whole, or in part, without assigning any reason thereof.
18. For finalization of contract, the tenderer whose rates as given in the Financial Bid, are the lowest in comparison to other tenderers will be considered for the award of the Contract.

Signature of Tenderer with seal



EMPLOYEES' STATE INSURANCE CORPORATION
REGIONAL OFFICE, PANDIT BAHAN,
SARVODAYA NAGAR, KANPUR – 208005
(Ministry of Labour & Employment, Government of India)

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GENERAL TERMS AND CONDITIONS FOR AIR CONDITIONER

Due Date & Time of submission of completed e-Tender form in the Prescribed tender :	25.05.2017 upto 1:00 pm
Date & Time of Opening of Tender	25.05.2017 at 2:30 pm
Earnest Money	Rs. 18,000/-
Security Deposit Money	A sum equivalent to 10% the bill value of the contract Successful Tenderer.

1. Eligible Firms/ Agencies may visit/inspect the site on any working day from between 10.00 AM to 04.00 PM by contacting General Branch Regional Office ESI Corporation, Kanpur-05.
2. Tender document consist of the following:-
 - i. Tender Notice including eligibility criteria.
 - ii. Instructions to Tenderer.
 - iii. General conditions of contract (Annexure-I).
 - iv. Special Terms and Conditions (Annexure-II)
 - v. Scope of Work (Annexure II)
 - vi. Technical Bid with Undertaking (Annexure III)
 - vii. Financial Tender (Annexure – IV).
 - viii. EMD.
3. Details of the Tender Document can be seen at ESIC,s website www.esic.nic.in
4. The Technical Bids shall be opened Online at 02.30 PM on 25.05.2017 in the presence of tenderers or their authorized representatives who may wish to be present.
5. E-Tenders received after the closing date and time shall not be considered.
6. **SIGNING OF TENDER**

- a) The tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the tender are not duly & fully filled

in. Particular attention may be given to the dates of delivery, places of delivery and also to the particulars referred to in the conditions of contract so as to comply with them.

- b) Individuals signing tender or other documents connected with the contract must specify:-
- i) Whether signing as a “Sole Proprietor” of the firm or his Attorney?
 - ii) Whether signing as a “Registered Active Partner” of the firm or his attorney?
 - Whether signing for the firm “Per Procreation”?

In the case of companies and firms registered under the Indian Partnership Act, the capacity in which signing e.g. Secretary, Manager, and Partner etc. or their attorney and produce copy of documents, empowering him to do so, if called upon to do so.

NOTE: In case of unregistered firms, all the members or all Attorneys duly authorized by all of them or the Manager of the firm should sign the tender and subsequent documents.

7. **OPENING OF TENDER**

The tender shall be opened on the date and time mentioned here in the document. All tenderers and/or their representatives, if they should desire, may be present at the opening of the tender at the date and time as specified in the schedule.

Tender must reach this office not later than the date and time notified in the tender notice stated in the tender document. Any tender received after that shall be rejected. In the event of the stipulated date of opening of the tender being declared a closed holiday for Govt. offices, the date of opening of the tender(s) will be the next working day.

8. **PRICES**

- Prices quoted must be meaningful and measurable in the context.
- The prices quoted must be per unit shown in the schedule inclusive of all packaging and delivery charges wherever applicable. Refunds on account of returnable package (if any) are to be separately specified. Price & Fund must be clearly shown in figures and words in Indian Currency.
- Tenderers should clearly specify whether prices quoted are inclusive of Sales Tax/ VAT / duties / statutory charges or such charges as extra. Where no specific mention is made to Sales tax / VAT/ or other duties, prices quoted shall be deemed to be inclusive of such taxes / charges. **Price should be quoted in original sheet in Annexure IV.**

Prices quoted in other sheet will not be accepted.

9. **DELIVERY TERMS**

- a) The delivery of the stores / execution of work / providing the services etc. are required within a period as specified and as the place mentioned therein.
- b) The tenderer shall deliver the stores/ execute the work at the destination / space defined to the consignee / authority in good order (of which the Regional Director, ESI Corporation, Panchdeep Bhawan, Sarvodaya Nagar, Kanpur- 208005 shall be the sole judge) within the limits of the time as deemed reasonable and specify in such quantities/qualities as may be ordered by him from time to time.
- Time for and date of delivery: The essence of contract: - The time for and the date of delivery of the stores / date of execution of work as stipulated in the schedule shall be deemed to be the essence of contract and delivery / execution must be completed no later than the date(s) specified.

10. **TIME FOR COMPLETION**

The work of supply and installation of Air-Conditioners should be completed within six weeks from the date of award of contract.

The Regional Director, ESI Corporation, Panchdeep Bhawan, Sarvodaya Nagar, Kanpur- 208005 may allow additional time under special / un-avoidable circumstances such as strikes, lockouts, fire accidents, riots etc.

11. **INSPECTION OF STORES /WORK**

Supplies shall be accepted/work shall be certified as completed subject to inspection by the Regional Director, ESI Corporation, Panchdeep Bhawan, Sarvodaya Nagar, Kanpur- 208005 or his assigned representative. Any defect found in the materials / work done will render the supplies/ work open to rejection and decision of the Regional Director, ESI Corporation, Panchdeep Bhawan, Sarvodaya Nagar, Kanpur- 208005, shall be final and legally binding. The rejected store shall be returned to the suppliers/work may be executed through others, at their risks and costs.

12. **OTHER TERMS**

- **Responsibility for executing Contract:** The contractor is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.
- The contractor shall not sublet transfer or assign the contract to any part thereof without the written permission of the Regional Director, ESI Corporation, Panchdeep Bhawan, Sarvodaya Nagar, Kanpur- 208005. In the event of the contractor contravening this condition, the Regional Director, ESI Corporation,

Panchdeep Bhawan, Sarvodaya Nagar, Kanpur- 208005 be entitled to place the contract elsewhere on the contractors account at his risk and the contractor shall be liable for any loss or damage, which the Regional Director, ESI Corporation, Panchdeep Bhawan, Sarvodaya Nagar, Kanpur- 208005, may sustain in consequence or arising out of such replacing of the contract.

- **Earnest Money:** The tenderer shall have to deposit Rs 18,000/- as earnest money with their tender, failing which the tender is liable to be rejected. The earnest money is to be paid by Demand Draft drawn in favour of **“ESI Fund A/c No.1” payable at Kanpur**. NO CHEQUES WILL BE ACCEPTED. In the event of the withdrawal / revocation of tenders before the date specified for acceptance, the earnest money shall stand forfeited. In the event of acceptance of the tender the earnest money may be adjusted towards the amount of security required to be deposited by the contractor in terms of Clause mentioned below, the earnest money will however, be returned without interest to the tenderer whose tender is not accepted.
- **Security Deposit:** On acceptance of the tender, within the period specified by the Regional Director, the contractor shall deposit as security, a sum equivalent to 10% of the Contract value. The hospital authority shall be entitled to forfeit the Security Deposit or any part thereof without prejudice to any other remedies provided in the contract or available under the law. The security shall be in the form of Demand Drafts payable at Kanpur in favour of **ESI Fund A/c. No. 1**.
- If the contractor fails in fulfilling above mentioned terms and conditions, such failure will constitute a breach of the contract the Regional Director, ESI Corporation, Panchdeep Bhawan, Sarvodaya Nagar, Kanpur- 208005 shall be entitled to make other arrangements at the risk and expense of the contractor.
- On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute 'No Demand Certificate' in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.
- **Recovery of sums due:** Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor the purchaser shall be entitled to recover such sum by appropriating, in part or whole the security/earnest money deposited by the contractor, when the balance or the total sum to be recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to be recoverable under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the purchaser on demand the remaining balance due.
- **Insolvency and breach of contract:** The Regional Director, ESI Corporation, Panchdeep Bhawan, Sarvodaya Nagar, Kanpur- 208005 may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

- a. If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
 - b. If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
 - c. If the contract commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.
- **Arbitration:** In the event of any dispute or difference arising out of the terms and conditions laid down in this tender, the same shall be referred to Arbitrator appointed by the Regional Director. The procedure of the Arbitration will be governed by the provisions Arbitration Act 1940 (as amended as rules framed there under).
 - **Document:** The tenderer should have a valid Trade license, VAT/PAN / TAN / other statutory document as applicable and produce attested copies of such certificates along with the tender papers, failing which the tender shall liable to be rejected.
 - **Statutory requirements:** In case the agency appoints manpower / labour in excess of or equal to the number as specified by law, the agency should comply with all statutory enactments including Contract Labour Regulation and Abolition Act, 1970; Minimum Wages Act where applicable; Payment of wages Act, where applicable; ESI Act, 1948, where applicable; EPF Act, 1952, where applicable; etc. All existing statutory liabilities relating to engagement of personnel related to labour laws shall be sole responsibility of the agency. In that case the successful agency will have to obtain a license from the licensing officer after collecting the requisite certificate in form V from the hospital authority. The successful agency will have to maintain various registers and records,

Display notices, abstracts of the rules, etc., and issue employment card to the engaged labourers. The list of workers employed by the contractor shall be communicated to the authority from time to time.

- The successful bidder/tenderer shall obtain a valid license under the Contract Labour (R & A) Act, 1970 & Rules framed there under and shall continue to hold it till completion of the contract.
- **Right to accept / reject:** The R.D. reserves the right to reject any or all tender without assigning any reason whatsoever. Also, R.D. reserves the right to award any or part or full contract to any successful agency at its discretion and this will be binding on the tenderer.
- **Experience Certificate:** The bidder must not have less than 3 (three) years experience of similar services in an organization in this trade and documentary evidence to be submitted in support thereof with the tender.
- **Assistance to contractor:** The contractor shall not be entitled to assistance either, in the procurement of raw materials required for the fulfilment of the contract or in the securing of transport facilities.
- The tenderer should have a permanent place of business in Kanpur and the complete Postal Address, Telephone / Mobile / Fax / Email address, etc. should be provided, while submitting the completed tender form.
- In the event of any violation of laws, rules, statutory provisions by the contractor, this will amount to breach of contract and in such case, R.D. will have the right for terminating the contract, forthwith, without giving any notice or assigning any reason.
- The Regional Director, ESI Corporation, Panchdeep Bhawan, Sarvodaya Nagar, Kanpur- 208005 does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered and you shall supply the same / execute the work at the rate quoted by you. You are at liberty to tender for the whole or any part.
- Acceptance by the purchaser shall be communicated in due course. You are requested that the instructions contained in the said communication should be acted upon immediately / as asked for.
- The tenderer will quote the rates in respect of jobs / services described above in various paras and shall fill **Annexure - IV** appended herewith along with the Tender Application form.
- **Failure and Termination:** If the contractor fails to deliver the stores or any instalments thereof within the period prescribed for such delivery in the contract The Regional Director, ESI Corporation, Panchdeep Bhawan, Sarvodaya Nagar, Kanpur- 208005 may without prejudice to his right to recover damages for breach of the contract, be entitled at his option.
- To recovery from the contractor as agreed liquidated damages, and not by way of penalty a sum equivalent to 2% of the price of any stores which the contractor has failed to deliver within the period fixed for delivery for the schedule for each month or part of the month during which the delivery of such stores may be in arrears, where delivery thereof is accepted after expiry of the aforesaid period, or

- To purchase elsewhere, without notice to the contractor, on his account and at the risk and cost of the contractor, without cancelling the delivery in respect of the consignments not yet do for delivery.
- To cancel the contract or a portion thereof, and if so decided to purchase or authorize to purchase of AC's not so delivered or other of a similar description at the risk and cost of the contractor.

Regional Director

Special Terms and Conditions

Sub: E-Tender Enquiry for supply and Installation of Air Conditioners

The following special terms and conditions shall apply for supply and installation of **Air Conditioners** at Regional Office, ESI Corporation, Panchdeep Bhawan, Sarvodaya Nagar, Kanpur- 208005.

GENERAL

- The tenderer should have a permanent place of business in Kanpur and the complete Postal Address, telephone / Mobile / Fax / Email address, etc. while submitting the completed tender form, failing which the tender shall liable to be canceled.
- The agency while submitting their tender form shall enclose certified Photostat copies of experience, trade license essential for carrying out the activities under reference, Sales tax / VAT and any such other documents specified hereto. Tender form incomplete in any respect and not supported with Earnest Money and the above mentioned requisite documents, will be summarily rejected by R.D.
- The Earnest Money is to be submitted in a sealed cover as specified in Annexure –I (General Terms and Conditions) of the tender document and it shall be dropped in the Tender Box kept for the purpose in the R.O., at the date and time specified in this document.
- The Competent Authority reserves the right to reject any or all tenders without assigning any reason whatsoever.

INSPECTION / INSTALLATION OF STORES / EQUIPMENTS

Supplies shall be accepted subject to the complete satisfaction of The Regional Director, ESI Corporation, Panchdeep Bhawan, Sarvodaya Nagar, Kanpur- 208005. Any defect found in the materials / stores supplied / work done will render the supplies / work open to rejection and decision of The Regional Director, ESI Corporation, Panchdeep Bhawan, Sarvodaya Nagar, Kanpur- 208005, shall be final and legally binding. The rejected store shall have to take the same back at their own cost and risk, and shall replace such rejections with the items of standard specifications / quality as acceptable to the R.D./Competent Authority. Alternatively, the stores may be purchased from others / work may be executed through others, at the risks and costs of the tenderer, at the discretion of the authority.

DETAILS OF ITEMS QUOTED

It is mandatory to indicate the full name, make / brand, model number, and detailed specifications of the item quoted by them, (in addition, a brochure of product information may be attached along with). Tenderers also have to indicate clearly the Name, Address, Web site / Email address if any and all Contact numbers of the MANUFACTURING FIRM of the items quoted by them.

SCOPE OF WORK

The scope of work includes the Supply of Air-conditioners with required Stabilizers as per the requirement mentioned in the Contract along with the installation after making the necessary arrangements required for fixing the Window Air-Conditioners / Split Air-Conditioners as per the site conditions.

Regional Director

Tender Application Form

1	Name of the firm	
2	a	Full Postal Address
	b	Cell Phone No.
	c	Telephone No.
	d	Fax No.
3	Date of Establishment of Firm	
4		If your Firm Registered under
	a	The Indian Factories Act:-
	b	Any other Act, if not who are the owners (Please give full address)
5	Name and Address of your Bankers Stating the name in which the Account stands:-	
6	Whether insured against fire, theft, Burglaries etc. If so, please state the amount and name of company with policy no:-	
7	Total number of Employees:-	
8	Are you in the list of approved contractors of any other organizations / institutions, if any give details (Append extra page if necessary):-	
9	Give details of any Government contracts executed during the last twelve months (Append extra page if necessary):-	
10	Any other information which you Consider necessary to furnish:	

UNDERTAKING

- I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted for any other institution in India.
- The earnest money of Rs. _____ to be deposited by me has been enclosed herewith vide Demand Draft no. _____ Dt. _____ drawn on the bank _____ Branch. _____.
- I/We give the rights to Regional Director, ESIC, Kanpur to forfeit the earnest money deposited by me/us if any delay occur on my/agent's part or failed to supply the article within the appointed time or the items of desired quality.
- There is no vigilance/CBI case/Black List or Court case pending against the firm.
- I hereby undertake to supply the items as per directions given in the tender document / supply order within stipulated period.

Date:-
Place:-

Signature of the tenderer:-
Full Name:-
Designation:-

(Office Seal of the tenderer)

Annexure IV

Sl. No	Specifications		Approximate Requirement	Unit Cost of Air conditioner along with Stabilizer including installation & fitting charges
	Type	Capacity		
1	Window AC	2 Ton	14 nos.	
2	Window AC	1.5 Ton	16 nos.	
3	Split AC	2 Ton	02 nos.	
4	Split AC	1.5 Ton	02 nos.	

Brand: - Samsung / Voltas / L.G./ Hitachi/ Blue star/ Carriers

The machines quoted should confirm to 5 star rating BEE.

List of Document Enclosed

-
-
-
-
-

Date:

Place:

Signature & Seal of the Tender

Full Name of the Tenderer: