



विवला से सुविवल

क.रा.बी.नि. अस्पताल
E.S.I.C. HOSPITAL
कर्मचारी राज्य बीमा निगम, के.के. नगर, चेन्नै-78
E.S.I. CORPORATION, K.K. NAGAR, CHENNAI-78
(आई.एस.ओ. 9001:2008 प्रमाणित / ISO 9001-2008 Certified)

आईपी
हमारा
वीआईपी

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No. 512/D/Water-can Supply/Genl/2017

Date:

NOTICE INVITING e – TENDER

E-tenders for “Supply of drinking water-can” are invited from the reputed agencies in two bid system through “e” procurement solution, as per the guidelines and terms & conditions given in tender document.

Number of water-can required approximately 1500 nos. per month

Sl. No.	Events	Date & Time
1	Name of Service	Supply of drinking water-can
2	Pre-bid meeting	21/08/2017
3	Last date and time of submitting tender on-line	06/09/2017 @13.00 hr
4	Cost of earnest money (EMD)	Rs. 10,000/-
5	Security Deposit	5% of the value of tender
6	Period of submission of E tender form on-line	18/08/2017 to 06/09/2017
7	Submission & date of opening of tender	06/09/17 @ 14.30 hr.

Tender documents are available on-line from 18/08/2017 at <https://esictenders.eproc.in>. The Bidders have to deposit the Earnest Money Deposit (EMD) of Rs. 10,000/- in the form of Demand Draft drawn in favour of “ESIC Fund A/c No.1” payable at Chennai.

The interested tenderers should upload their technical & financial bids along with scanned copies of all relevant certificates, documents, etc., duly signed – on the e-tender portal <https://esictenders.eproc.in> latest by 06/09/2017 up to 13.00 hrs. The tender will be opened on line on 06/09/2017 @ 14.30 Noon

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

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Important Instructions for Bidders

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

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

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

Bidder needs to submit Bid Processing Fee charges of Rs. 2,495/- (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 participating in the Tender.

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).

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.

GENERAL INSTRUCTION

1. The interested tenderer should upload duly filled tender form and their bids along with scanned copies of all the relevant certificates, checklist, documents, etc. in support of their technical & price bids- all duly signed- on <https://esic.eproc.in>. The bid can be uploaded up to **13:00 hrs** on **06/09/2017** and any bid upload after the prescribed time shall not be considered irrespective of rates. The technical bid will be opened on-line on the same date i.e. on **06/09/2017** at **14:30 hrs**.
2. A complete set of hard copy of tender documents along with EMD must be submitted latest by **06/09/2017** up to **13:00 hrs**. in the tender box kept in Room No. 118 office ESIC Hospital, K.K. Nagar, Chennai-78. Non-submission of hard copy as directed will lead to rejection of the tender application.
3. Bidder has to deposit the Earnest Money Deposit (EMD) of Rs. 10,000/- (Ten thousand only) in the form of demand draft drawn in favour of "ESIC Fund A/C no-1" Payable at Chennai-78. Application received without Earnest Money Deposit (EMD) will be rejected. The hard copy of technical bid will also be opened on **06/09/2017** at **14:30 hrs**.
4. Tender documents are also available for viewing on the "tenders" link of the website of Employee's State corporation i.e. <https://esic.eproc.in>, <http://www.esic.nic.in>.
5. Any corrigendum to this tender will be notified through the aforesaid websites only.
6. Applications to this tender will be accepted only through the on-line mode through <https://esic.eproc.in>. No other mode of application will be considered or accepted.
7. All documents as per published tender should be uploaded as per above point no-6 & incomplete documents submission/upload will result in rejection of the tender.
8. Selection of the successful bidder will be at the sole discretion of the Dean, ESIC Hospital, K.K. Nagar, Chennai-78, who reserves the right to accept or reject any or all the proposals without assigning any reasons thereof.
9. **Scope of Services:** The details of work and other conditions of tender shall be as per tender document. The Agency will be mainly responsible for supply of drinking water daily as per terms and conditions that form part of the Tender Document.
10. **Period of Contract:** The period of contract is for one year and may be extended further by mutual consent on same rates and terms and conditions subject to satisfactory performance.
11. **Eligibility Criteria:**
 - (i) Three Years Experience of supply of drinking water to other institutions of similar size and scope in the last five years.
 - (ii) All documents/instruments detailed in the checklist must be enclosed.
12. Last date of submission of tender is 06/09/2017 up to 13:00 hrs to be put into the tender box kept in chamber of Dean. In case of bulky tender, the same shall be handed over to Deputy Director under proper receipt acknowledgment. Tender can also be sent by Registered Post which should reach by due date and time. Postal delays whatsoever will not be accepted and tenders received after the due date and time by post will be rejected.
13. Tender must be complete in all respects. Incomplete, conditional or telephonic bids or tender received after due date and time will not be considered and summarily rejected. Any tender with conditions other than those specified in the tender document will be rejected. No modification of any of the conditions will be permitted after the tender is opened. No communication from the tenderer in the form of any clarifications or documents with respect to the submitted tender will be entertained unless asked for specifically by ESIC, Hospital, K.K. Nagar, Chennai-78
14. Tenderer has to compulsorily deposit with tender form all documents and instruments listed in the attached Checklist, otherwise the tender will be rejected.
15. The Tender should consist of two bids- The Technical Bid & the Financial Bid. Both must be submitted in two separate, sealed envelopes which should be put in a single main cover. The envelope containing the Financial Bid should be marked as "FINANCIAL BID" and should contain rates quoted as per format in Annexure III.

The envelope containing the Technical Bid should be marked as “TECHNICAL BID” and should contain the instrument for Earnest Money and all documents mentioned in the checklist, brief description and experience of firm, and declaration as per format given in annexure . The outer main cover should be super scribed “TENDER FOR SUPPLY OF DRINKING WATER” at ESIC Hospital, K.K. Nagar, Chennai-78. The bidding firm should give its complete address on the bottom left side of the main cover. If E.M.D. is not attached with the technical bid, the tender shall be rejected summarily.

16. The competent authority reserves the full right to accept or reject (partially or fully) any or all tenders without assigning any reason.

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INSTRUCTIONS TO THE TENDERER AND TERMS AND CONDITIONS

1. Each and every page of the tender documents should bear the stamp and signature of the tenderer as a token of his acceptance of each of the terms and conditions specified on each page of the document.
2. The site for the work can be seen on any working day during office hours by contacting our General Branch.
3. GST Registration & PAN is mandatory for participating in the tender.
4. Competent Authority of ESIC Hospital, K.K. Nagar, Chennai reserves the right to accept or reject (fully or partially) any tender or all tenders without assigning any reason. Conditional tenders are liable to be rejected. Deficient or incomplete tenders in any of the requisite matters, particulars or formalities will also be rejected as will those where there is non-execution of Agreement or if Performance Security is not deposited within the specified time.
5. The tender shall remain open for acceptance for a period of 180 (one eighty) days from the date of opening of tender.
6. The E.M.D. of unsuccessful tenderer will be refunded within sixty days after the award of work to the successful tenderer. EMD shall be forfeited if the tenderer withdraws his bid during the period of acceptance of the tender or if a successful bidder fails to sign a contract agreement in accordance with the relevant clauses of the tender document or fails to deposit Performance Security.
7. Rates quoted shall be final and fixed and must be inclusive of cost of manpower, material, machinery and fuel, all fees, taxes (including GST Tax, if applicable), duties and levies, insurance etc. No escalation of whatsoever any nature shall be payable. Any increase in taxes, levies, rates imposed by the state/Central Government or local authorities shall not be paid after the date of offer. GST/Service Tax as per Govt. of India notification in force as on date shall be deposited by the Agency.
8. The tenderer must have registered or branch office in Chennai.
9. The Successful bidder shall have to deposit a Performance Security amounting to 5% of the value of tender, within two weeks of award of work, by way of a demand draft/Bankers cheque payable at Chennai in favour of "ESI Fund A/C No. 1" as Security Money Deposit (SMD) or by way of Performance Bank Guarantee as per Performa enclosed at Annexure-V, with validity for the period of contract + six months, which shall refundable without interest. Any amount which is payable by the supplier to the employer on any account of a cause arising out of the contract may be adjusted against S.M.D. ESIC Hospital, K.K. Nagar, Chennai reserves the rights to forfeit the Performance Security during the validity of contract if there is any breach of service/ contract from the Service provider viz., non – supply of water in time, less quantity of water in can or unacceptable water quality etc.
10. **Evaluation of Technical Bids:** Bids received and found valid will be evaluated by ESIC, Hospital, K.K. Nagar, Chennai to ascertain the best-evaluated bid for the complete work/services under the specifications and documents. The tenderer should take care to submit all the information sought by ESIC Hospital in prescribed formats.
11. **Financial Bid:** The financial bid of the tenderer/s, whose technical bid is found to be suitable, will be opened in the presence of the tenderers or their authorized representatives, who wish to attend the opening of financial bid. Minimum two day prior notice will be given to tenderers for this purpose.
12. **Award of Work:**
 1. The selection of the agency will be at the sole discretion of ESIC, Hospital, K.K. Nagar, Chennai who reserves its right to accept or reject any or all the proposals without assigning any reason.
 2. The contract for the supply of drinking water by new 20 lit water-can shall be awarded to the best qualified responsive tender.

3. Upon evaluation of offers the decision on the award of contract will be intimated to the successful tenderer.
4. Successful tenderer shall have to sign a contract agreement on non-judicial stamp paper of Rs 100.00, the format of which is enclosed at Annexure-VI.
13. **Fraud and corruption:** The bidders must observe the highest standards of ethics during the execution of this tender. For purpose of this provision, "Corrupt practice" means the offering, receiving or soliciting, directly or indirectly of anything of value to influence the action of public official in the process and execution of tender. "Fraudulent practice" means misrepresentation or omission of facts in order to influence the process and execution of the tender. "Collusive practice" means an arrangement between two or more bidders to establish bid prices at artificial, non-competitive level. "Coercive practices" means harming or threatening to harm directly or indirectly persons or their property to influence the process and execution of the tender.
14. The process of reward/bid will be rejected if it is determined that the bidder has indulged directly or through an agency in corrupt, fraudulent, coercive or collusive practice in competing for the tender.
15. No tenderer will be allowed to withdraw after submission of the tender. EMD will be forfeited on withdrawal. In case the successful tenderer declines the offer within the validity of the tender for whatever reason, his EMD shall be forfeited.
16. No cuttings/over writings will be permissible unless attested by signature and seal of the firm. Suggestion/Conditions shall not be acceptable.
17. All disputes, differences and questions arising out of incidents to the contract or touching or concerning this contract or the subject matter thereof at the respective rights, duties or liabilities of the parties in respect of this contract except the decision whereof as herein before otherwise expressly provided for shall be referred to the sole arbitration of the Dean, ESIC, Hospital, K.K. Nagar, Chennai.
18. Resultant contract shall be interpreted under Indian Law. Jurisdiction for settlement of any dispute shall be Chennai only.
19. The supply of water to ESIC, Hospital, K.K. Nagar, Chennai. will be on actual requirement basis only which may vary.
20. The Bill for water supply will be raised on monthly basis by the supplier to ESIC, Hospital, K.K. Nagar, Chennai. supported with invoices, statement of gate pass etc., as specified by the competent authority and duly certified by authorized representative of ESIC, Hospital, K.K. Nagar, Chennai.
21. The Contract will be valid for a period of one year. These instructions shall form a part of the contract agreement. The tenderer will be bound by all terms and conditions and specifications as detailed in this document. ESIC Hospital, K.K. Nagar, Chennai-78 reserves the right to terminate the contract/service by giving a notice of one month to the supplier, in case the service is found unsatisfactory or for any other reason.
22. Tenure of the contract may be extended upon mutually agreed terms and conditions between the supplier and ESIC Hospital, K.K. Nagar, Chennai-78. if necessary on yearly basis or as deemed suitable.
23. Water shall have to be supplied on urgent basis on short notice, as and when required, within two hours of receiving the telephonic order from the competent authority. In case of delay in supplying of water as per our demand, penalty of Rs. 250.00/hour of delay.
24. The supply of required quantity of fresh drinking water at short notice is the essence of this contract. In case of any water shortage / difficulty with the supplier for supply of water in time, he / she should make necessary alternative arrangement for the same. In case the supplier fails to supply water within reasonable time, ESIC, Hospital, K.K. Nagar, Chennai reserves the right to get the same through other agencies. All payments to other agency shall be adjusted against the supplier's balance payments/Security deposit.
25. The water-can used for supply of water should be clean and in good hygienic condition.

26. The contractor is responsible to supply water-can to all department/wards by themselves without any break. The contractor have to frequently check the availability of drinking water in all department/wards.
27. The water should be clear, potable, totally hygienic, odorless, and equivalent to municipal standards for drinking use. Its TDS (Total Dissolved Solid) value should be as per standards. Test Certificates certifying the quality of water at source for potability is to be produced from a reputed laboratory once in six month to ESIC, Hospital, K.K. Nagar, Chennai. Necessary test certificates of spot random samples as decided by the ESIC Hospital, K.K. Nagar, Chennai from time to time, collected in the presence of ESIC Hospital, Chennai representative, from the water-can supplying the water be produced from any reputed Government laboratory for bacteriological testing every month to ESIC Hospital, K.K. Nagar, Chennai and for chemical analysis half yearly. The expense of the same shall be borne by the supplier. If the quality of water supplied is found to be contaminated or not as per drinking standards, the security deposit of the supplier will be forfeited and the contract will be terminated & legal action will be taken against the supplier.
28. The rates quoted shall be all inclusive. No extra claims shall be entertained on account of any reason/factor.
39. The supply of drinking water can should be during the office hours as far as possible.
30. The contractor shall ensure strict compliance of the labour laws including those under the Employees State Insurance Act 1948 and the Employees Provident Fund & Miscellaneous Provisions Act 1952 and rules and regulations framed therein.

Signature of the tenderer
with seal

ANNEXURE-I**THE FIRM IS REQUESTED TO FOLLOW THE CHECK LIST AT THE TIME OF SUBMISSION OF TENDER DOCUMENT WITHOUT WHICH THE OFFER IS LIABLE TO BE CANCELLED.**

1	Valid Trade License	Submitted [Yes / No]
2	E.M.D. Draft/Bankers Cheque	Submitted [Yes / No]
3	GST/VAT/PAN/TAN other statutory documents	Submitted [Yes / No]
4	Whether pages of bid documents numbered	Submitted [Yes / No]
5	Annexures 2, 3 ,4, 5 and 6, duly filled, signed and stamped along with supporting documents as required.	Submitted [Yes / No]
6	Email id mentioned at Tender Application Form	Submitted [Yes / No]
7	Certificate regarding Permanent place of business at Chennai	Submitted [Yes / No]
8	Bank Details (Bank Name, Branch, Account No., IFSC Code & MICR Code)	Submitted [Yes / No]
9	Registration Certificate	Submitted [Yes / No]
10	All Tender documents signed and sealed	Submitted [Yes / No]
11	Recent Water Testing report	Submitted [Yes / No]
12	The bidder should not have been blacklisted by any Central/State Government Agency in the past three years.	Submitted [Yes / No]
13	List of Clients (Government/PSUs/Autonomous Bodies)	Submitted [Yes / No]

Note: If the valid trade license constitutes/consists of more than one certificate/pages , all pages are to be enclosed.

DEAN

TENDER FORM (TECHNICAL BID)

PARTICULARS TO BE SUBMITTED BY THE AGENCIES IN THE FOLLOWING FORMAT

1	Name/Address/Particulars of the agency with Telephone Nos. & e-mail	
2	Name of contact persons, address, Telephone Nos & e-mail	
3	PAN/TAN No.	Copy to be attached
4	Service Tax/GST No.	Copy to be attached
5	Water Testing Report	Copy to be attached
6	The bidder should not have been blacklisted by any Central/State Government Agency in the past three years.	Attach Self Certificate
7	List of Clients (Government/PSUs/Autonomous Bodies	List to be attached

10. Work experience during last three years with Government Departments/PSUs where the tenderer has worked:

Sl.No.	Name and Address of the Organization	Value of Contract	Duration of Contract	
			From	To

Signature of Owner/Managing Partner/Director

Date:

Name:

Place:

Seal:

TENDER FORM (FINANCIAL BID)

**PARTICULARS TO BE SUBMITTED BY THE AGENCIES IN THE FOLLOWING
FORMAT**

Sl. No.	Items	Unit Price	GST (if Applicable)	Total Cost(incl. Tax) per unit
1	Bubble Tap			
2	20 Lt. Water-can *			
Total				
In words (Total cost per unit):				

* The rate should be quoted for 20 litres water only. Water can will be on rotation/return basis

SIGNATURE OF TENDERER

DECLARATION

Certified that I/we _____ have read the entire Tender Document and its annexures issued by ESIC Hospital, K.K. Nagar, Chennai-600 078 and have noted the various instructions, terms and conditions and agree to abide by them in full during the processing and execution of the tender for the supply of drinking water through 20 lit water-can at ESIC Hospital, K.K. Nagar, Chennai-600 078. In case at any stage it is found that information given by me/us is false/ incorrect, ESIC Hospital, K.K. Nagar, Chennai-78 shall have the absolute right to take any action deemed fit without any prior information to me/us.

Place :

Signature of tenderer

Date :

Seal

FORMAT OF PERFORMANCE BANK GUARENTEE

1. In consideration of the ESIC Hospital, K.K. Nagar, Chennai-78 having agreed under the term & conditions of the Agreement no. _____ dated _____ made between ESIC Hospital, K.K. Nagar, Chennai and Second Party(hereinafter the said Contractor _____ for the work hereinafter called _____ the said agreement) to production of irrevocable bank guarantee for Rs. _____ (Rupees _____ only) as a Performance Security from the Contractor for in compliance of its obligations in accordance with the terms and conditions in the said agreement, we _____ (hereinafter referred to as _____ the bank) hereby (indicate the name of the bank) undertake to pay to ESIC Hospital, K.K. Nagar, Chennai, an amount not exceeding Rs _____ (Rupees _____ only) on demand by ESIC Hospital, K.K. Nagar, Chennai.
2. We do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the ESIC Hospital, K.K. Nagar, Chennai stating that the amount claimed is required to meet the recoveries due or likely to be due from the Second Party. 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 to the ESIC Hospital, K.K. Nagar, Chennai any money that is demanded notwithstanding any dispute or disputes raised by the Second Party in any suit or proceeding pending before any court or Tribunal relating thereto, a liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of a liability for payment there under and the second Party shall have no claim against us making such payment.
4. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would take for the performance of the said agreement and that it shall continue to enforceable till all the dues of the ESIC Hospital, K.K. Nagar, Chennai under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or Engineer-in-Charge on behalf of the ESIC Hospital, K.K. Nagar, Chennai certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Second Party and accordingly discharges this guarantee.
5. We (indicate the name of Bank) further agree with the ESIC Hospital, K.K. Nagar, Chennai that the ESIC Hospital, K.K. Nagar, Chennai shall have the fullest liberty without our consent and without effecting 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 ESIC Hospital, K.K. Nagar, Chennai against the said Second Party and to bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved form our liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act of omission on the part of the ESIC Hospital, K.K. Nagar, Chennai or any indulgence by the ESIC Hospital, K.K. Nagar, Chennai to the said company 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.
7. We lastly undertake not to revoke this guarantee except with the previous consent of the ESIC Hospital, K.K. Nagar, Chennai in writing.
8. This guarantee shall be valid up to unless extended on demand by ESIC Hospital, K.K. Nagar, Chennai. This guarantee shall be valid up to _____ unless extended on demand by ESIC Hospital, K.K. Nagar, Chennai. Notwithstanding 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 the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Date the _____ Day of _____ For

_____ (Indicate the name of bank)

CONTRACT AGREEMENT

This CONTRACT (hereinafter called the “Contract”) is made the..... Day of the month of 2016 between Employees’ State Insurance Hospital, K.K. Nagar, Chennai-78, on the one hand (hereinafter called the Employer) and on the other hand.....(hereinafter called the Contractor).

Whereas

1. The Client has accepted the offer of the Contractor to provide services for the supply of potable drinking water.
2. The Contractor, having represented to the client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract Agreement.

Now therefore the parties hereto hereby agree as follows:

The following sections of the Tender Documents hereto shall be deemed to for and integral part of this Contract:

1. Notice Inviting Tender.
2. Instructions to tenderer and terms and conditions.
3. All Annexure.
4. Financial Bid.

The mutual rights and obligations of the Employer and the Contractor shall be as set forth in the Contract, in particular:

- a) The Contractor shall carry out the services in accordance with the provisions of the contract; and
- b) The Client shall make payments to the Contractor in accordance with the provisions of the 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
[CLIENT]
EMPLOYEES STATE INSURANCE HOSPITAL
K.K. NAGAR, CHENNAI-600 078

Witness

FOR AND ON BEHALF OF
[CONTRACTOR]

Witness

