



ESI-PGIMSR, MEDICAL COLLEGE & HOSPITAL AND ODC(EZ) JOKA, KOLKATA  
EMPLOYEES' STATE INSURANCE CORPORATION  
(MINISTRY OF LABOUR & EMPLOYMENT, GOVERNMENT OF INDIA)

D.H ROAD, JOKA, KOLKATA - 700104

Phone: 033-24671764/2799/6280 Web Site:  
[www.esic.nic.in](http://www.esic.nic.in)

## **TENDER DOCUMENT**

*NIT: 412.W.11/17/13/PMD-JOKA/AUDIT/EFILE/2022*

### **NAME OF WORK**

*TENDER FOR CARRYING OUT ENERGY AUDIT AND ELECTRICAL  
SAFETY AUDIT AT ESIC MEDICAL COLLEGE AND HOSPITAL JOKA KOLKATA  
WESTBENGAL 700104*

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



क.रा.बी.नि.  
ESIC

क.रा.बी- स्ना.चि. वि. एवं ग.प्र., क.रा.बी. नि. चि. म. तथा  
क.रा.बी. नि. हा. एवं पे. रो. के.(पू. अ.),जोका  
क. रा. बी-स्ना. चि. वि. एवंलनु. सं., क. रा. बी. नि. आ. म.  
तथाक. रा. बी. नि. अ. एवंब्य. रो. कें. ( पू. क्षे),जोका  
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)  
ESI-PGIMSR, ESIC MEDICAL COLLEGE AND ESIC  
HOSPITAL & ODC(EZ), Joka  
(Ministry of Labour & Employment, Of India)



सत्यमेव जयते

डायमंडहार्बररोड,कलकाता-७००१०८  
डायमंड हार्बररोड,कोलकाता-700104  
DIAMOND HARBOUR ROAD, KOLKATA - 700 104  
PHONE NO. - 033 24671764/2799/6280  
FAX NO. - 033 24672795/6289  
E-mail - [ms-odckolkata@esic.in](mailto:ms-odckolkata@esic.in)  
Website - [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

## NOTICE INVITING e-TENDER

NIT No.- 412.W.11/17/13/PMD-Joka/Audit/efile/2022

:

The Competent Authority, ESIC Corporation, ESIC Hospital & Medical College, Joka, D.H. Road, Kolkata – 700104, on behalf of the Director General, ESI Corporation, invites online bids from qualified firms/agencies having experience in conducting Electrical Safety Audit and Energy Audit in accordance with the **Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2010** and **West Bengal Electrical Inspectorate** norms are eligible to participate in this bid. The scope of work includes **CARRYING OUT ENERGY AUDIT AND ELECTRICAL SAFETY AUDIT** AT ESIC MEDICAL COLLEGE AND HOSPITAL JOKA KOLKATA WESTBENGAL 700104 at ESIC Medical College and Hospital, Joka, Kolkata, West Bengal – 700104.

The interested bidders should upload their bids along with duly signed scanned copies of all the relevant certificates, documents etc. in support of their technical bids & financial bids on the [www.GeM.gov.in](http://www.GeM.gov.in).

Details are given below:

Sl. No	Particulars	Details
1.	Name of the Work	<b>TENDER FOR CARRYING OUT ENERGY AUDIT AND ELECTRICAL SAFETY AUDIT AT ESIC MEDICAL COLLEGE AND HOSPITAL JOKA KOLKATA WESTBENGAL 700104</b>
2.	NIT No	<b>412.W.11/17/13/PMD-JOKA/AUDIT/EFILE/2022</b>
3.	<b>Annual Estimated Amount</b>	<b>Rs.12,03,600.00 /-</b>
4.	Earnest Money deposit	<b>Rs.24072</b> (As per OM No. F.20/2/2014-PPD dated 25.07.2017 issued by the Department of Expenditure, Ministry of Finance, Government of India, MSEs registered with NSIC/Udyam are exempted from payment of Earnest Money Deposit (EMD) and Tender Fee.)

5.	Performance security/ security money to be deposited for successful bidder @5%Estimated cost including all taxes	<b>Rs.60180.00</b>
5.	Client / Owner	EMPLOYEES STATE INSURANCE CORPORATION
6.	Date of Publishing for Online bid	As per Gem Portal
7.	Date of Bid Document Download Starts from	As per Gem Portal
8.	Date of Bid Submission Starts from	As per Gem Portal
9.	Date of Pre-Bid Meeting and Time	As per Gem Portal
10.	Date of Bid Submission Ends on	As per Gem Portal
11.	Bid Opening Date and Time ( Technical Bid)	As per Gem Portal
12.	Date and Time of opening of Financial Bid	Will be communicated separately to the qualified
13.	Contract Period	12 months
14.	Validity of Offer	90 days after the last date fixed for submission of bid including the extension (s) given, if any

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

The undersigned reserves the right to accept or reject any or all the bids without assigning any reason at any stage.

*Note: Wherever the word "ESIC" is mentioned it refers to Competent Authority, ESIC Hospital & Medical College, Joka, Kolkata – 700104.*

1. The intending bidder(s) must read the terms and conditions carefully. They should only submit their bid if eligible and in possession of all the documents required.
2. Information and instructions for bidders available in document shall form part of agreement.
3. The bid documents consisting of instructions to bidders, scope of work and other conditions to be complied are available at the website [www.GeM.gov.in](http://www.GeM.gov.in).
4. Notwithstanding anything stated above, ESIC reserves the right to assess the capabilities and capacity of the bidders to perform the contract in the overall interest of ESIC.
5. The bidder(s) are required to quote strictly as per the terms and conditions, specifications, standards given in the bid documents and not to stipulate any deviations.
6. The bidder(s), if required, may submit questions in writing to seek clarifications 24 Hrs before the notified pre-bid meeting date, to the Office of Dean, ESIC Hospital & Medical College, Joka, Kolkata - 700104 or may visit the said office during the office hours on working days and submit.

7. ESIC reserves the right to reject any or all tenders or cancel / withdraw the invitation for Bids without assigning any reason whatsoever and in such case no bidder / intending Agency shall have any claim arising out of such action.

**8. Set of Bid Documents:**

The following documents will constitute set of tender documents:

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

**9. Bidding Process**

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

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

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

Agency who’s Charges will found lowest shall be considered as L1 for award of work as per due process.

**10. Mode Of Submission**

List of Documents to be scanned and uploaded within the period of bid submission

Agency must submit their online bid along with the attested scan copies of following documents pertaining to Qualifying Criteria and Financial Bid.

- a. Letter of acceptance of terms and conditions of bid document in the prescribed format as per Annexure – I and undertaking as per format given in Annexure – II.
- b. Experience Certificates of similar type works and other documents of annual turnover and other documents of undertaking etc. are required to establish to fulfil the qualifying criteria.
- c. Bid Documents downloaded from website to be signed on each page by authorized representative.
- \*Note : ESIC Hospital & Medical College, Joka, Kolkata – 700104 is authorised to amend the condition depending upon the GEM portal requirement.*
- d. Manufacturers/Authorized Dealers/Distributors issued by the Competent Authority i.e. CMD / MD / Chairman for signing the bid document.
- e. No Proposals/ Documents will be received/ uploaded after the prescribed date & time.

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

11. The bid for the works shall remain open for acceptance for a period of 90 days from the last date of submission of bid including the extension given, if any. In case any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the ESIC,

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

**Sd/-**  
**(Dean)**

## **INSTRUCTIONS TO AGENCY**

### **1. INTRODUCTION**

#### **1.1 Eligibility Criteria**

The bidder must have prior experience in executing similar works for **State Government, Central Government, Public Sector Undertakings (PSUs), or Autonomous Bodies**. Only such eligible agencies shall be permitted to participate in the bidding process.

#### **1.2 Submission of Bid**

Interested agencies are invited to submit their **financial bid** along with documents fulfilling the **qualifying criteria**. The submitted bid will form the basis for any **technical discussion, clarification, or negotiation**, if required, and subsequently for entering into a **contract agreement** on an **item-rate work execution basis** with the selected agency.

#### **1.3 Site Familiarization and Visit**

Agencies are advised to **familiarize themselves with the site conditions** and other local parameters relevant to the scope of work before submitting their bids. A **mandatory site visit** is recommended to ensure proper understanding of the work requirements.

For site-specific information or for coordinating the visit, agencies may contact:

**Contact Person:** The Dean

**Address:** ESIC Hospital & Medical College, D.H. Road, Joka, Kolkata – 700104

**Fax :** 033-24672795 / 24676289

**Phone :** 033-24671764 / 24672799 / 24676280

**Email :** deanpgi-joka.wb@esic.nic.in

#### **1.4 Responsibility of Bidders**

a) **Information Provided by ESIC:** ESIC shall provide all available inputs to assist the bidders in preparing their proposal. However, ESIC shall not be held responsible for any **loss or financial damages** resulting from the use of such information. Bidders are expected to **independently verify** all necessary data and site-related conditions.

b) **Licenses and Permits:** The agency shall be solely responsible for obtaining all necessary **licenses, permissions, and clearances** required to carry out the works under this tender.

c) **Compliance with Government Norms:** The agency shall execute the work in **accordance with GFR (General Financial Rules), CVC (Central Vigilance Commission)** guidelines, and applicable statutory regulations at every stage of work.

#### **1.5 Cost of Participation**

All costs associated with the preparation and submission of the proposal, including but not limited to **site visits, bid documentation, and contract negotiations**, shall be borne solely by the agency. ESIC shall not be held responsible for any such costs, nor is it obligated to accept any proposal. ESIC reserves the right to **cancel or annul the selection process** at any stage without assigning any reason and without incurring any liability to the participating agencies.



## **1.6. Conflict of Interest**

### **1.6.1 Professional Integrity**

As per ESIC policy, participating Agencies must provide services in a **professional, objective, and impartial manner**, prioritizing the **interests of ESIC** at all times. Agencies must avoid any situation that creates or may create a **conflict with their current assignments, corporate interests, or any expectation of future work**.

### **1.6.2 Conflicting Relationships**

Without limiting the general scope of the above clause, an Agency (including its personnel, sub-contractors, or affiliates) shall be deemed to have a **conflict of interest** under any of the following conditions:

- **(a)** The Agency or its personnel have a **business or familial relationship** with an ESIC staff member or any member of the ESIC Corporation who is directly or indirectly involved in:
  - (i) The preparation of the Terms of Reference (ToR) for this assignment,
  - (ii) The bid evaluation or selection process,
  - (iii) The supervision or administration of the Contract.
- **(b)** Such a conflict must be **disclosed and resolved** in a manner acceptable to ESIC, both during the selection process and throughout the contract duration.

### **1.6.3 Duty to Disclose**

Agencies are required to **proactively disclose** any situation of actual or potential conflict of interest that:

- May impact their ability to serve the best interests of ESIC, or
- May reasonably be perceived as compromising their impartiality or independence.

Failure to disclose such information may lead to **disqualification** during the bidding stage or **termination of contract** at any point during execution.

### **1.6.4 Employment Restrictions**

- No **serving employee of ESIC** shall be employed or engaged by any bidding Agency, either directly or indirectly.
- Recruitment of **former ESIC employees** who were involved in any stage of this project—whether in design, selection, or contract administration—is **strictly prohibited** and will render the Agency ineligible.

## **1.1 Fraud and Corruption**

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

- (a) Defines, for the purpose of this paragraph, the terms set forth below :  
“Corrupt Practice” means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally

entitled to, to influence the action of a public official in the selection process or in contract execution;

“Fraudulent Practice” means a wilful misrepresentation or omission of facts or submission of fake / forged Documents in order to influence a selection process or the execution of a contract;

“Collusive Practices” means a scheme or arrangement whether formal or informal, between two or more Case with or without the knowledge of the ESIC, designed to establish prices at artificial, non-competitive levels, submission or non-submission of Bids;

“Coercive Practices” means harming or threatening too harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

- (b) ESIC will reject a proposal for award if it determines that the Agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question ; and
- (c) ESIC will take necessary action against the Agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time it is determined that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.

## **1.2 Proposal Validity**

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

## **1.3 Final Decision-Making Authority**

Dean, ESIC Hospital & Medical College, Joka reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

## **1.4 Brief Description AND scope of work as per details given in Annexure – III**

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

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

The ESIC will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without disclosing the source of query) to all Agencies. Should the ESIC deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure under Para 2.2.

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

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

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

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

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

3.2 The bid proposals, all related correspondence exchanged between the agencies and ESIC and the contract to be signed after award shall be written in the English Language.

3.3 Documents pertaining to Qualifying Criteria

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

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

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

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

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

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

4.3 The ESIC shall open the bid containing documents pertaining to Qualifying Criteria after the deadline and for verification from the originals.

### **5. BID Evaluation**

5.1 Evaluation of Qualifying Criteria

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

5.2 Evaluation of Financial Bid

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

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

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

## **6. AWARD OF CONTRACT**

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

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

The successful bidder shall have to execute the Contract Agreement/ as per Standard Contract Agreement/ attached with the bid document as **Annexure – IV** for taking up maintenance job with ESIC and Job as mention in brief scope of work **Annexure – III**.

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

## **7. CONFIDENTIALITY**

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

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

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

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

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

In case of dispute still persisting, the matter will be referred for settlement as per India Guidelines issued vide O.M. No. 4(1)/2013-DPE(GM)/FTS-1835 dated

23.05.2018 (as updated or latest amended) on administrative mechanism for resolution of CPSE disputes, through DG, ESIC.

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

12. **Performance Guarantee:**

- A. The successful agency will be required to furnish an irrevocable **PERFORMANCE GUARANTEE of 5% (Five percentage)** of the Estimate Amt in addition to other deposit mentioned elsewhere in the contract for his proper performance of the contract (not withstanding and /or without prejudice to any other provisions in the contract) within 10 days from the date of issue of letter of acceptance of tender.
- B. The guarantee shall be in the form of Demand Draft/ Fixed Deposit Receipts pledged to 'ESI Fund A/c No. 1' or Irrevocable Bank Guarantee Bonds of any scheduled Bank or the State Bank of India in the format as per **Annexure V**. In case, a fixed deposit receipt of any bank is furnished by the contractor to ESIC as a part of performance guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to ESIC to make good the deficit.
- C. The Performance Guarantee shall be initially valid for a period of 2 year (one year Contract period + one year DLP) from initiation of contract. In case the Contract Period of work gets extended, the contractor shall get the validity of Performance Guarantee extended, at his own cost; to cover such extended time for Contract Period.

13. **Site Visit:** The tenderer must obtain himself on his own responsibility and his own expenses all information and data, which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The Tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc; The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

14. **BID PREPARATION:**

- i) The Bidder is advised to visit and inspect the site at his own responsibility and expense, and gather all necessary information and data required for the preparation and submission of the bid.
- ii) The Bidder shall be solely responsible for evaluating and considering the financial implications of all such factors while preparing and submitting the bid. Under no circumstances shall ESIC be held liable for any costs, expenses, or losses incurred by the Bidder, irrespective of the conduct or outcome of the bidding process.

15. **CLARIFICATION / AMENDMENTS AND CORRIGENDUM:**

- i) Any Bidder requiring clarification on any aspect of the bidding document shall submit their queries in writing to the designated address or through the GEM-CPPP, within the stipulated date and time mentioned in the tender notice.
- ii) Clarifications to the queries received, along with any amendments to the tender document, will be published on the GEM-CPPP in the form of a

Corrigendum/Addendum. No individual communication will be sent to Bidders in this regard. It is the sole responsibility of the Bidders to regularly check the GEM-CPPP for updates, amendments, or clarifications until the date of submission of the bid and ensure that the same are taken into account while preparing the bid. All such amendments/clarifications shall be deemed to be an integral part of the tender and will be binding on all participating Bidders. ESIC shall not be held responsible for any oversight or negligence on the part of the Bidder in this regard.

- iii) ESIC reserves the right to amend, rescind, or reissue the tender at any time prior to the deadline for bid submission.
- iv) No request for modification in the commercial or legal terms and conditions of the tender shall be entertained, except those that are explicitly covered through amendments, corrigenda, or clarifications issued by ESIC. Any queries or requests in this regard will not be considered.

**16. EARNEST MONEY DEPOSIT (EMD):**

- i) The Tenderer shall submit an Earnest Money Deposit (EMD) equivalent to 2% of the estimated cost along with the tender, failing which the tender is liable to be rejected. The EMD shall be paid in the form of a Demand Draft drawn in favour of ESI Fund A/c No. 1, payable at Kolkata. Cheques will not be accepted. In the event of withdrawal or revocation of the tender by the Tenderer before the date specified for its acceptance, the EMD shall stand forfeited. Upon acceptance of the tender, the EMD may be adjusted towards the security deposit as required under the relevant clause. The EMD of unsuccessful Tenderers will be refunded without interest after finalization of the contract.

The EMD Demand Draft must be deposited in the **tender box located near the Medical Superintendent's Office of ESIC Hospital, Joka** before the closing date and time of the tender. The sealed envelope must be addressed to:

**The Dean, ESIC Hospital and O.D.C. (E.Z), Diamond Harbour Road, P.O.: Joka, Kolkata – 700104, West Bengal.**

The envelope must clearly mention in block letters at the top:“ SITC OF CCTV Network for Boys and Girls Hostels, Guest House ,Qtrs ,Admin building and outside area at Esic Medical College and Hospital Joka Kolkata West Bengal 700104 ”

Failure to comply with this requirement will render the tender liable for rejection.

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- ii) The EMD of unsuccessful Bidders shall be refunded promptly after the decision to award the contract is finalized. In the case of the successful Bidder, the EMD will be retained as part of the Security Deposit. If the contractor submits a Security Deposit equivalent to **5% of the annual contract value** in the form of a single Demand Draft, the EMD will be refunded.

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- iii) The EMD shall stand absolutely forfeited under the following circumstances:

- If the selected Bidder revokes or withdraws their bid at any time during the validity period of the bid.

- If, after acceptance of the bid by ESIC, the Bidder refuses to enter into a formal agreement.
- If the Bidder fails to submit the initial Security Deposit as stipulated.
- If the Bidder fails to commence the work within the stipulated time.

In case the tendering process is delayed for any reason, ESIC may require the Bidder to **revalidate the Demand Draft**. The Bidder shall be responsible for arranging the revalidation and resubmission of the EMD accordingly.

#### 17. BID SUBMISSION:

- I. Only those Bidders who meet the eligibility criteria specified in the Notice Inviting Tender (NIT) are eligible to submit bids. Bidders must submit their tenders **online** through the **GEM-CPPP**. Bidders are advised to log into the portal well in advance and ensure that their bids are uploaded on or before the deadline specified for bid submission. The **server time** (as displayed on the GEM-CPPP dashboard) will be considered the official reference time for bid submission deadlines, bid opening, and all other time-bound processes. It is the sole responsibility of the Bidder to adhere to this time frame. ESIC shall not be responsible for any delays arising due to technical or other issues on the part of the Bidder.
- II. The documents submitted online as part of the **Technical Bid** must not contain any reference to prices or financial terms. If any such information is found in the Technical Bid, the bid will be **summarily rejected**.
- III. The Bidder shall submit their price quotation **only through the PRICE BID section** of the GEM-CPPP. The **Price Bid** will be opened only if the Bid is found to be unconditional, and the Bidder meets the eligibility criteria and technical specifications as stipulated in the tender.
- IV. **Offline bid submissions will not be accepted under any circumstances.** Any bid received in physical/offline mode shall be treated as invalid and will not be considered for evaluation.

#### 18. PRICE BID: RATES QUOTED BY BIDDER

a) The Contractor shall ensure, prior to submission of the Bid, that the rates and amounts quoted in the Schedule of Quantities and/or Schedule of Rates are accurate, sufficient, and fully cover all obligations under the contract, including all costs necessary for the proper and complete execution of the works as specified in the tender document.

b) The rates quoted by the Contractor shall be firm and inclusive of all costs, including but not limited to:

- Cost of all materials, loading, transportation, unloading, and installation,
- Wastage of materials during execution,
- Applicable levies, taxes (including local body taxes, if any),
- Insurance charges of all types,
- Temporary works such as scaffolding and cleaning,
- Overheads, profit, statutory expenses, incidental charges, and all other related expenditures necessary for the satisfactory completion of the work.

c) Unless expressly stated otherwise in the Schedule of Quantities/Specifications, the rates quoted shall be considered all-inclusive and applicable to all heights, lifts, leads, and depths involved in the execution of the work. No additional charges will be entertained

over and above the contract amount on any account, whether due to existing charges or future additions.

d) Rate revision shall not be permitted under any circumstances during the validity period of the contract, including any extended period, if applicable, for any reason whatsoever.

## 19 OPENING AND EVALUATION OF BIDS

- a) The online bids will be opened at the office of ESIC Medical College and Hospital, Joka, Kolkata, West Bengal on the date and time specified in the Notice Inviting Tender (NIT).
- b) Under the Two-Bid System, the Technical Bids will be opened first, at the scheduled time mentioned in the NIT. If the date of bid opening happens to fall on a non-working day or a public holiday, the bids will be opened on the next working day at the same time and venue.
- c) The Price Bids of only those Bidders who qualify in the Technical Bid evaluation will be opened. The opening of Price Bids may take place on the same day or on a subsequent date, which will be communicated to the technically qualified Bidders in due course.

## 19. VALIDITY OF BID

The Bids submitted shall remain valid and open for acceptance for the period specified in this tender document, counted from the date of opening of the Price Bid.

If any Bidder withdraws or modifies their offer during the validity period, or submits any deviation from the original bid that is not acceptable to ESIC, the Earnest Money Deposit (EMD) submitted by the Bidder shall be forfeited, without prejudice to any other rights or remedies available to ESIC under the terms of the tender or applicable law.

## 20. PRELIMINARY EXAMINATION

ESIC will conduct a **preliminary examination** of all received Bids to determine whether:

- The Bids are complete,
- The submissions are in the prescribed formats,
- All required supporting documents have been provided, and
- The Bids are in conformity with the terms and conditions of the tender document without any deviations.
- Bids found to be incomplete, non-compliant, or deviating from the specified conditions will be rejected at this stage. However, ESIC reserves the right to request additional information or clarifications in cases where any portion of the submission is found to be incomplete or unclear. If the Bidder fails to provide the required information or clarification within the **stipulated time period** specified by ESIC, the Bid shall be **rejected or disqualified** without further notice.

## 21. TECHNICAL EVALUATION

Only those Bidders and Bids that are found to be fully compliant with the eligibility criteria and other terms and conditions during the Preliminary Examination will be considered for further detailed Technical Evaluation.

Bids that fail to meet the eligibility criteria or do not conform to the stipulated terms and conditions during the preliminary stage will be disqualified and will not proceed to the technical evaluation phase.



During the evaluation process, ESIC may, at its discretion, seek clarifications from Bidders on their submissions. All such requests will be made in writing, and no changes to the quoted prices or the substantive content of the Bid shall be permitted in response to such clarifications.

No post-bid clarifications or modifications will be entertained if initiated by the Bidder.

All Bids must be unconditional. Any conditional offers or Bids that could potentially lead to unknown or indefinite liabilities are liable to be summarily rejected.

## **22. AWARD OF WORKS**

The Employees' State Insurance Corporation (ESIC) will award the contract to the successful Bidder whose Bid has been determined to be the lowest evaluated, responsive Bid in accordance with the terms and conditions of the tender.

ESIC reserves the right, at the time of awarding the contract, to increase or decrease the quantity of work and/or services specified in the tender without any change in the unit rates or any other terms and conditions of the contract.

## **23. ESIC'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

ESIC reserves the absolute right to accept or reject any Bid, whether in part or in full, or to cancel the entire Bidding process and reject all Bids at any stage, without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the Bidder(s) of the reasons for such action.

The acceptance of a tender will rest solely with the Competent Authority of ESIC, who does not bind himself to accept the lowest Bid and reserves the right to reject any or all tenders received, without assigning any reason whatsoever.

Tenders that fail to meet any of the prescribed conditions or are incomplete in any respect shall be liable to be rejected.

The issuance of a Notification of Award will constitute the formation of the Contract. The selected Bidder must confirm acceptance of the award by returning a duly signed and stamped duplicate copy of the Purchase Order (PO) within 15 days of receipt of the communication and must enter into a formal agreement with ESIC as per the prescribed terms.

## **24. SIGNING OF CONTRACT DOCUMENTS**

The successful Bidder shall be required to execute the formal Agreement with ESIC within 15 (fifteen) days from the date of receipt of the Letter of Acceptance or formal intimation of acceptance of the Bid by ESIC.

However, the written acceptance of the Bid by ESIC shall, in itself, constitute a binding contract between ESIC and the successful Bidder, pending execution of the formal Agreement.

All expenses related to the preparation, execution, and stamping of the Agreement — including stamp duty and any other applicable charges — shall be borne entirely by the successful Bidder.

## **25. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS**

- **Quality of Work:** All work must be executed in the best manner using high-quality, approved materials per the specifications, drawings, and ESIC instructions.
- **Material Standards:** Only ISI-marked materials shall be used unless otherwise specified. No refurbished, second-hand, or spurious materials are allowed. If needed, the contractor must provide proof of material authenticity.
- **Approval of Materials:** The contractor must get ESIC's approval for samples before use. Any substitutions of specified materials must be approved by ESIC in writing.

- **Testing of Materials:** The contractor must conduct tests on materials at approved labs (at their own cost) to ensure compliance with I.S. Standards or project specifications. Testing charges will be borne by the contractor with no extra payments from ESIC.
- **Material Non-compliance:** If materials or workmanship do not meet specifications, ESIC has the right to order removal or substitution at the contractor's cost. ESIC may also employ other agencies to rectify the work if the contractor fails to comply.
- **Damage during Work:** The contractor is responsible for repairing any damage to work caused by weather, neglect, or other reasons at no additional cost.
- **Work Suspension:** If work is delayed due to external causes (e.g., rain, strikes), the contractor must protect and repair the work at their expense.
- **Unsatisfactory Work:** If the work is of poor quality or violates safety protocols, the contractor must rectify it within a specified time frame. If not, ESIC may engage other agencies to complete the work at the contractor's expense.

## 26. PERIOD OF CONTRACT & EXTENSION OF TIME

The contract, if awarded, will be initially valid for one **years** from the date of award, subject to **continuous satisfactory performance**.

The contract may be extended for a further period of up to **one year** at the discretion of the **Competent Authority**, based on satisfactory performance and under the same terms and conditions.

However, if the contractor fails to maintain satisfactory performance, the hospital reserves the right to **terminate the contract** immediately, **forfeit the security deposit**, and take any other **administrative actions**, including **blacklisting**, at its discretion.

This **one-year extension** may be further extended by **one more year** at the sole discretion of the hospital, without prejudice to any other rights the hospital may have.

## 27. PAYMENT TERMS

- a) **No Advance Payment:** No advance payments will be made. All payments will be made **electronically** via RTGS/NEFT or other electronic means.
- b) The payment shall be made in 100% payment shall be made after full and final submit of the completion of work and Material Cost including full Installation & Commissioning Charges shall be paid after successful Commissioning of all the systems.
- c) **Electronic Transfer:** Payments will be made through **Electronic Fund Transfer** by the Branch.
- d) **Bank Details:** The contractor must provide **ESIC account details**, including **account number** and **IFSC code**, along with their invoices.
- e) **Income Tax Deduction:** Income tax will be deducted as per the applicable rate.

## 28. Performance Security Clause

1. The successful bidder shall furnish a **Performance Security** in the form of a **Bank Guarantee or Demand Draft** for an amount equal to **5% of the total contract value**, valid for a period of **14 months** from the date of Work Order.
2. The Performance Security shall be forfeited in full or in part in case of:
  - Failure to complete the audit in time,
  - Submission of inaccurate or fraudulent data,
  - Breach of contract or withdrawal after award.
3. The Performance Security will be released after successful completion of the assignment and expiry of the warranty period.

- **Defect Liability Period:** The contractor is responsible for correcting any defects during the defect liability period. If the contractor fails to do so, the cost of rectification through another agency will be deducted from the security deposit.

### 30. PENALTY CLAUSE

The successful bidder must execute the work in a professional manner and complete it within the stipulated period as per the NIT. If the work is delayed beyond the agreed timeline due to reasons attributable to the bidder, a **penalty of 0.5% per week** will be imposed for each week (or part thereof) of delay. The penalty will not exceed **5% of the contract value** or the completed value of the work.

### 31. Third-Party Validation Clause (if required)

1. ESIC reserves the right to engage a third-party technical consultant or regulatory body to **verify the accuracy and compliance** of the audit reports submitted.
2. If discrepancies are found during such validation, the agency shall be asked to:
  - Resubmit the corrected report within **7 working days**, and
  - Bear the **cost of third-party validation** if the report is found substantially deficient or misleading.
3. Repeated failures or major deviations will result in **blacklisting** and legal action as deemed fit by the Competent Authority.

### 32. VARIATION IN QUANTITY / SUBSTITUTION OF ITEM

- a. The Schedule of Quantities is deemed to be approximate, and the employer will not be liable for any errors discovered in it.
- b. The Employer reserves the right to increase, decrease, omit, or execute only part of the work based on site requirements, without providing any reasons at the time of allotment or execution. The contractor will be paid only for the actual work completed. Such variations will not invalidate the contract.
- c. The tender rates will remain fixed and applicable for any increase or decrease in the quantities. No extra payment will be made by ESIC due to the omission or deletion of items, or a decrease in the quantity of items. Payment will be based on the actual work completed, and all measurements will be in accordance with relevant IS standards. ESIC can order additional quantities at the same rate and terms within the validity of the tender.
- d. For additional or non-tendered items, prices will be determined based on the rates quoted for similar items in the contract, if applicable. If no similar items exist, the price will be derived using the standard method of rate analysis, factoring in the fair price of labor, materials, and other components, with 15% added for the contractor's profit and overheads.

### 30. LOCAL LAWS, ACTS, REGULATIONS

The contractor must comply with all applicable labor laws and safety regulations, including the following:

- Minimum Wages Act, 1948
- Payment of Wages Act, 1936
- Workmen's Compensation Act, 1923 (as amended)
- Contract Labour (Regulation and Abolition) Act, 1970 and its Rules, 1971
- Apprentice Act, 1961
- Industrial Employment (Standing Orders) Act, 1946
- Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (and amendments)
- Employees' State Insurance Act

- Shop and Establishment Act
- Factories Act
- Employment of Children Act, 1938
- Industrial Disputes Act, 1947
- Other relevant local, central, or state laws.

The contractor is responsible for paying all contributions, penalties, fines, or compensation required by these laws for the workmen employed under this contract. Any costs incurred by ESIC due to the contractor's failure to comply with these laws, including claims, fines, or legal proceedings, may be recovered from the contractor. The contractor must indemnify and hold ESIC harmless against any claims or expenses related to the work performed by their employees.

### **31. DISMISSAL OF WORKMEN**

The contractor must immediately dismiss any worker from the job upon the Employer's request, if the Employer deems the worker unsuitable, incompetent, or involved in misconduct. The contractor is responsible for taking legal action in such cases. Such dismissals cannot be used by the contractor to claim compensation or damages from the Employer or any of their officers or employees.

### **32. SUBCONTRACTING**

The contractor must execute the entire contract work themselves and cannot transfer, assign, or sublet the contract, or any part of it, without obtaining written consent from the Employer. Additionally, no subcontracting will relieve the contractor from their full responsibility for the contract or from actively supervising the work as it progresses.

### **33. STORAGE OF MATERIALS**

The contractor is allowed to store materials like fixtures, cables, conduits, wires, tools, etc., at the site with ESIC's permission. The contractor is responsible for the custody and security of all materials and equipment at the site. ESIC will not entertain any claims for loss or theft of materials. The contractor is also responsible for providing shelter, stay, and other amenities for the electricians at their own expense. Upon completion of the work, the contractor must remove all tools, surplus materials, rubbish, and temporary works, leaving the site and the works clean and in good condition, as per ESIC's satisfaction.

### **34. FORCE MAJEURE**

The contractor will not be liable for the forfeiture of performance security, liquidated damages, or termination for default if delays or failures in performance are due to an event of Force Majeure.

**Force Majeure** includes events such as wars, insurrections, civil disturbances, riots, terrorist acts, public strikes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and government acts that impede reasonable performance. However, it does not cover foreseeable events, commercial issues, or those arising from the contractor's fault or negligence.

If a Force Majeure event occurs, the contractor must notify ESIC in writing about the condition and the cause. The contractor should continue performing its obligations as far as reasonably possible and explore alternative solutions, unless ESIC directs otherwise.

### **35. COMPLIANCE OF STATUTORY REGULATIONS**

- a) The contractor must comply with relevant Acts, Regulations, and Bye-Laws from authorities such as Electricity Boards, Pollution Control Boards, Municipal Authorities, and Water & Sewage Boards. Before making any changes to drawings or specifications for compliance, the contractor must notify the Employer in writing, outlining proposed variations and reasons, and seek instructions from the Employer. The Employer will respond within a reasonable time.
- b) The contractor is responsible for giving all required notices to authorities, paying any applicable fees, and submitting receipts to the Employer.
- c) The contractor must indemnify the Employer against any claims related to patent rights, designs, trademarks, or protected rights in connection with equipment, machines, work, or materials used in the project. The contractor must defend any claims arising from these issues, unless they have received prior permission from the Employer. The contractor must also cover all royalties, license fees, damages, and legal costs.
- d) The contractor must strictly follow Central/State labor regulations, including Minimum Wages, Payment of Wages, Workmen Compensation, PF, ESI, Contract Labor laws, and other safety regulations, and stay updated with any amendments.
- e) The contractor must keep the Employer indemnified against any claims or costs arising from workmen's issues.

### **33.INSURANCE:**

#### **1. Third-Party Insurance:**

- The contractor must obtain a third-party insurance policy from a Public-Sector Insurance Company, covering workers for any accidents or incidents during the contract.

#### **2. Additional Insurance Coverage:**

- The contractor must also secure insurance for events like death or injury of employees, theft, robbery, fraud, fidelity, and negligence by service providers, employees, or subcontractors.

#### **3. Safety Measures:**

- The contractor must provide necessary safety equipment and take precautions as per ESIC's directions. Personal protective equipment (PPE) includes:
  - Safety shoes (IS-1989:1978)
  - Eye and face protection (IS-8520:1977, IS-8940:1978)
  - Hand and body protection (IS-2573:1975, IS-6994:1973, IS-8807:1978, IS-8519:1977)

#### **4. Tools and Equipment:**

- All tools and safety equipment must be safe, certified for fitness, and regularly inspected. ESIC officials have the authority to ban any unsafe equipment.

#### **5. Fire Safety and Hazardous Materials:**

- The contractor must follow fire safety procedures and safely handle hazardous materials, as directed by ESIC.

#### **6. Compliance with Safety Regulations:**

- The contractor must comply with all relevant safety regulations at local, state, and central levels. Any violations that compromise safety are the contractor's responsibility, including associated costs.

#### **7. First Aid:**

- The contractor must provide at least two sets of First Aid kits, ensuring they contain valid and usable items.
8. **Liability:**
- The contractor is fully responsible for the safety, security, and insurance of their personnel. ESIC is not liable for any fatal injuries or accidents involving the contractor's workers.

In essence, the contractor must ensure that all safety measures are in place, provide necessary insurance coverage, comply with safety regulations, and bear full responsibility for their workers' safety and insurance.

### 34. PROPOSED WORK METHODS, SUPPLIES AND PLAN:

#### 1. **Work Methods and Sequence:**

The contractor must provide a detailed description of the methods and sequence for performing the services.

ESIC may request changes to the sequence based on operational needs, and the contractor will not receive additional payment for such changes.

2. **Material Schedule:** The contractor must submit a schedule for materials to be used in the services, including the identification of specific manufacturers' products and their catalogues, for ESIC's approval.
3. **Manpower Deployment Plan:** The contractor must submit a detailed manpower deployment schedule, indicating the personnel assigned to each task.
4. **Incorporation of Comments:** The contractor must incorporate any comments or changes from the ESIC into the plan and execute them at no extra cost.

### 36. CONFIDENTIALITY:

**Confidentiality of Tender Process:** Information related to the examination, clarification, evaluation, and comparison of tenders, as well as recommendations for contract award, must remain confidential. This information should not be disclosed to the tenderer or any other persons who are not officially involved in the process until the contract award notification is made.

**Prohibition of Influence:** Any attempt by the tenderer to influence the ESIC during the bid evaluation, comparison, or contract award decisions could result in the rejection of their bid.

### 37. TERMINATION OF CONTRACT BY ESIC

#### **Conditions for Termination:**

- a. If the contractor becomes insolvent, goes into liquidation, or is unable to fulfill the contract due to insolvency or other financial issues.
- b. If the contractor fails to perform or observe contractual obligations, including using improper materials, neglecting the work, or failing to meet deadlines.
- c. If the contractor abandons the contract or fails to proceed as per the ESIC's satisfaction despite notices to remedy the situation.

#### **Actions Post-Termination:**

- d. ESIC can terminate the contract by providing written notice, but the contractor's obligations and liabilities continue as if the contract had not been terminated.
- e. ESIC can take possession of the contractor's equipment, tools, and materials at the site and either use them to complete the work or sell them.

- f. If ESIC sells the contractor's surplus materials or tools, they will credit the contractor for the proceeds but may deduct any expenses or losses incurred from this process or against the contractor's security deposit.

In summary, ESIC can terminate the contract under specific circumstances related to the contractor's insolvency, failure to perform, or abandonment of the work. Post-termination, ESIC has the right to take possession of the contractor's property and complete the work, with any proceeds from the sale of materials credited to the contractor, minus any incurred expenses.

### **38. DISPUTES/ARBITRATION:**

#### **Amicable Settlement First:**

- All disputes or differences arising out of or in connection with the contract — whether during or after the work, including termination, abandonment, or breach — must first be attempted to be settled amicably between ESIC and the contractor.

#### **Arbitration Process:**

- If no amicable settlement is reached, the dispute shall be referred to a **sole arbitrator** mutually agreed upon by both parties.
- If the parties cannot agree on a single arbitrator, each party shall appoint one arbitrator, and these two arbitrators will jointly appoint a **presiding arbitrator**.
- The arbitration proceedings will follow **Indian laws** (specifically the Arbitration & Conciliation Act, 1996).

#### **Jurisdiction:**

- Any appeal or legal proceeding arising from the arbitration will be under the **exclusive jurisdiction of the courts in Kolkata**.
- **Continuation of Work:** The contractor must continue the work during arbitration unless directed otherwise by ESIC, or if the dispute makes continuation impossible until a decision is made.

#### **Binding Decision:**

- If the dispute relates specifically to specifications, design, quality, workmanship, or any other contract-related question and remains unresolved, it will be referred to the **Chief Engineer, ESIC** for sole arbitration.
- The **arbitrator's decision will be final, conclusive, and binding** on both ESIC and the contractor.

### **39. Warranty Clause**

#### **1. Warranty Period**

The selected agency shall warrant the accuracy, completeness, and reliability of the Electrical Safety Audit and Energy Audit reports for a minimum period of **twelve (12) months** from the date of submission and acceptance of the final report by the ESIC Engineer-in-Charge.

#### **2. Correction of Deficiencies**

If any errors, omissions, discrepancies, or shortcomings are noticed in the report or testing methodology during the warranty period, the agency shall, at their own cost and without

claiming any additional charges, rectify or supplement the report/data within **7 working days** from the date of written intimation.

**3. Liability for Misreporting or Non-Compliance**

If any part of the report is found to be misleading, inaccurate, or non-compliant with relevant standards (CEA, IE Rules, BEE norms, WB Electrical Inspectorate requirements), the agency shall be held fully responsible for all consequences, and ESIC reserves the right to:

- Withhold or recover part/full payment;
- Blacklist the agency for future work;
- Report the incident to the appropriate licensing authority (e.g., WB Licensing Board or BEE/CEA).

**4. Support During Inspection**

The agency shall provide **technical support and clarification** to ESIC or any **regulatory inspection authority (like the State Electrical Inspectorate or Energy Department)** free of cost, if required, during the warranty period.



**[SECTION – 3]**  
**QUALIFYING**  
**CRITERIA**

## ELIGIBILITY CRITERIA

Agencies intending to participate in this tender must meet the following minimum eligibility criteria:

### 2.1 General Eligibility

1. The bidder must be a **proprietorship firm / partnership firm / private limited company / public limited company / LLP**, registered in India, with appropriate statutory registrations including PAN, GST, and Trade License.
  2. The bidder shall not be **blacklisted or debarred** by any Central Government / State Government / PSU / Autonomous Body as on the date of bid submission. A **self-declaration** must be submitted in this regard.
- 

### 2.2 Specific Technical Eligibility

#### *(A) For Electrical Safety Audit*

1. The agency must be a **Licensed Electrical Contractor (LEC)** registered with:
  - West Bengal Licensing Board **OR**
  - Any other State Licensing Board, with validation under West Bengal norms.
2. The Electrical Safety Audit team must include at least **one certified Electrical Safety Auditor / Supervisor** recognized by the **State Electrical Inspectorate**.
3. The firm must have successfully completed at least:
  - **Two (2)** similar Electrical Safety Audit assignments in Hospitals/PSUs/Government buildings **within the last 5 years**.
  - Work orders and completion certificates must be provided.

#### *(B) For Energy Audit*

1. The agency must have a **BEE-certified Energy Auditor** or **Energy Manager** (Grade I or II) on its team.
  2. Preferably, the agency should be **empanelled with BEE (Bureau of Energy Efficiency), Govt. of India** under the list of Energy Auditing Firms.
  3. The firm must have successfully completed at least:
    - **Two (2)** Energy Audit assignments in institutions with minimum 500 kW connected load (preferably hospitals or government establishments) in the last 5 years.
- 

### 2.3 Financial Eligibility

1. The average annual turnover of the bidder should not be less than **₹10 Lakhs** in any **three of the last five financial years** (audited).
  2. The bidder should submit:
    - Audited Balance Sheets or
    - CA-certified turnover statements for the last 3 years.
-

## 2.4 Manpower and Infrastructure

1. The bidder must have a **dedicated team** with qualifications in electrical engineering, safety, and energy management.
2. The agency must possess or have access to:
  - Earth Resistance Testers (calibrated),
  - Infrared Thermal Imaging Cameras,
  - Power Quality Analyzers,
  - Lux Meters, Clamp Meters, etc., with **valid calibration certificates**.

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## 2.5 Legal and Statutory Compliance

- PAN Card (Copy)
- GST Registration Certificate
- Valid Trade License
- Valid LEC License (for Electrical Audit)
- BEE Certificate (for Energy Audit)
- ESIC/EPFO registration if applicable
- Declaration of Non-Blacklisting
- Affidavit regarding non-involvement in any litigation or insolvency

### **Annexure-I: Eligibility Criteria Checklist**

**(To be filled and submitted along with Technical Bid)**

Sl. No.	Eligibility Requirement	Documents to be Submitted	Submitted (Yes/No)
1	The bidder must be a Proprietorship/Partnership/LLP/Pvt. Ltd./Public Ltd. registered in India	Copy of Registration Certificate / Incorporation Certificate	
2	PAN and GST Registration	Copy of PAN Card and GST Certificate	
3	Valid Trade License	Copy of current Trade License	
4	Not blacklisted by any Govt./PSU/Autonomous Body	Signed Self-Declaration on Letterhead	
5	Licensed Electrical Contractor (LEC) under WB Licensing Board or equivalent	Valid LEC License Copy	
6	One certified Electrical Safety Auditor/Supervisor	Copy of valid certification & CV	
7	BEE Certified Energy Auditor or Energy Manager (preferably BEE empanelled agency)	Copy of valid BEE certificate & empanelment letter (if applicable)	
8	Completed two similar Electrical Safety Audit works in last 5 years	Work Orders + Completion Certificates	
9	Completed two similar Energy Audit works in last 5 years (min. 500 kW load)	Work Orders + Completion Certificates	
10	Average turnover of ₹10 Lakh in 3 out of last 5 years	Audited Balance Sheet or CA-certified turnover certificate	
11	List of key technical personnel with qualifications (EE/EEE)	CVs with educational & experience proof	
12	List of instruments: IR Camera, Power Analyzer, Lux Meter, etc.	Equipment List with Calibration Certificates	
13	ESIC & EPFO registration (if applicable)	Copy of Registration Certificate(s)	
14	Affidavit regarding no litigation or insolvency	Notarized Affidavit	

**Note:** All documents must be signed and sealed by the authorized signatory on each page.

**ACCEPTANCE OF BID CONDITION**

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

To

**The Dean,  
ESI Corporation,**

.....

.....

**SUB: TENDER FOR CARRYING OUT ENERGY AUDIT AND ELECTRICAL SAFETY AUDIT AT  
ESIC MEDICAL COLLEGE AND HOSPITAL JOKA KOLKATA WESTBENGAL 700104**

Sir,

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

Yours faithfully,

( Signature of the Authorized Representative )

With Rubber Stamp

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

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

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

**UNDERTAKING**

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

**To**

**The Dean,  
ESI Corporation,**

.....  
.....

**SUB: TENDER FOR CARRYING OUT ENERGY AUDIT AND ELECTRICAL SAFETY AUDIT AT  
ESIC MEDICAL COLLEGE AND HOSPITAL JOKA KOLKATA WESTBENGAL 700104**

**Sir,**

We undertake that –

1. I / We have no business or any other relationship with any of the ESIC Staff / Member of the Corporation.
2. I / We have not employed any former employee of ESIC to work for our organization.  
Or  
I / We have employed ESIC Staff / Member of the Corporation as per list attached to work for our organization and certify that there is no conflict of interest.
3. I / We have not been debarred or blacklisted by any department / Organization to execute their works.
4. I / We have not suppressed or concealed any information pertaining to works executed by us.
5. I / We have not made any misleading or false representation or deliberately suppressed information in the form of statements and enclosures required for eligibility criterion.
6. I / We have not abandoned any work and left work incomplete due to financial failures / weaknesses or have a record of poor performance.

Yours faithfully,

( Signature of the Authorized Representative )

With Rubber Stamp

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

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

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

Technical Bid Format (Tender for Electrical Safety Audit and Energy Audit at ESIC Hospital & Medical College, Joka)

(To be printed on the agency's letterhead and submitted with necessary enclosures)

1. **Name of the Agency / Firm:**
2. **Type of Organization: (Proprietorship / Partnership / Pvt. Ltd. / LLP / PSU / Others):**
3. **Registered Address:**
4. Communication Details: Phone: \_\_\_\_\_ Email: \_\_\_\_\_
5. **Name and Designation of the Authorized Signatory:**
6. Details of PAN and GST: PAN No: \_\_\_\_\_ GSTIN No: \_\_\_\_\_
7. **Trade License Number:**
8. Electrical Contractor License Details: License Number: \_\_\_\_\_ Issuing Authority: \_\_\_\_\_ Valid Till: \_\_\_\_\_
9. Details of Certified Electrical Safety Auditor / Supervisor: Name: \_\_\_\_\_ Qualification: \_\_\_\_\_ License/Certificate No: \_\_\_\_\_ Valid Till: \_\_\_\_\_
10. Details of BEE Certified Energy Auditor / Energy Manager: Name: \_\_\_\_\_ Registration No: \_\_\_\_\_ Certification Issued by: \_\_\_\_\_ Valid Till: \_\_\_\_\_
11. Turnover of Last Three Financial Years: FY \_\_\_\_\_ - Rs. \_\_\_\_\_ FY \_\_\_\_\_ - Rs. \_\_\_\_\_ FY \_\_\_\_\_ - Rs. \_\_\_\_\_ (Attach CA certificate or audited financials)
12. List of Similar Works Completed in Last 5 Years (attach work orders & completion certificates): a) \_\_\_\_\_ b) \_\_\_\_\_
13. List of Instruments / Equipment available:
  - Infrared Thermal Imager
  - Earth Resistance Tester
  - Power Quality Analyzer
  - Lux Meter, Clamp Meter, etc. (Attach calibration certificates)
14. Details of ESIC & EPFO Registration (if applicable): ESIC No: \_\_\_\_\_ EPFO No: \_\_\_\_\_
15. Self-declaration of Non-Blacklisting (attached)
16. Affidavit on non-involvement in any litigation or insolvency (attached)

Declaration: I/we hereby declare that the information furnished above is true and correct to the best of my/our knowledge and belief. If any information is found false or misleading at any stage, ESIC may cancel my/our bid and debar me/us from future bidding.

(Signature of Authorized Signatory with Seal) Name: \_\_\_\_\_ Designation: \_\_\_\_\_  
Date: \_\_\_\_\_ Place: \_\_\_\_\_

## Brief Description & Scope of Work

### Scope of Work – Electrical Safety Audit and Energy Audit ESIC Hospital & Medical College, Joka

The selected agency shall be responsible for conducting a **comprehensive Electrical Safety Audit and Energy Audit** at the ESIC Hospital & Medical College campus, Joka. The scope of work shall include, but not be limited to, the following:

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#### A. ELECTRICAL SAFETY AUDIT

1. **Inspection of Electrical Distribution Systems**, including:
  - HT Panels, LT Panels, Switchgears
  - Transformers, Ring Main Units (RMUs), Diesel Generator (DG) Sets, Bus Ducts
  - Rising Mains, Distribution Boards, Feeder Pillars
2. **Examination of:**
  - Electrical wiring, circuit loading, cable sizing
  - Protective devices and their coordination
  - Earthing systems, lightning protection, bonding systems
3. **Assessment of:**
  - Compliance with Indian Electricity Rules, Electricity Act, IS 732, and IS 3043
  - Safety signage, labeling, and danger notices
  - Maintenance practices, test records, and equipment logs
4. **Testing and Measurements:**
  - Earth resistance testing
  - Thermographic scanning of panels and electrical terminations
  - Visual inspection for hot spots, corrosion, or loose connections
5. **Identification of Hazards**, including:
  - Overloading, phase imbalance, and exposed live parts
  - Improper earthing, neutral shifting, leakage current
6. **Audit Report Submission**, including:
  - Observations with risk categorization (Critical, Major, Minor)
  - Supporting photographs, test results, and root cause analysis
  - Recommendations for corrective and preventive actions

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#### B. ENERGY AUDIT

1. **Detailed Energy Consumption Analysis:**
  - Load survey and load profiling
  - Review and analysis of energy bills (last 12 months)
  - Determination of specific energy consumption by department



2. **Evaluation of Equipment Performance:**
  - HVAC systems, motors, pumps, elevators, lighting systems
  - Diesel Generator sets, UPS, and outdoor lighting (streetlights)
3. **Power Quality Analysis:**
  - Voltage and current harmonics
  - Power factor and load imbalance
  - Trends in real, reactive, and apparent power
4. **Measurement & Monitoring:**
  - Utilization of power quality analyzers, clamp meters, and lux meters
  - Measurement of lighting levels (lux) in patient care and administrative areas
5. **Energy Efficiency Recommendations:**
  - Suggestions for replacement or upgradation of inefficient equipment
  - Demand Side Management (DSM) strategies and energy-saving measures
  - Adoption of renewable energy sources where feasible
6. **Reporting:**
  - Summary of current energy usage patterns
  - List of energy-saving opportunities with cost-benefit analysis
  - Return on Investment (ROI) and payback period calculations

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**Annexure-I: Scope of Work – Energy Audit**

Sl. No.	Equipment/Utility	Task Description	Remarks
1	Transformer	- Load pattern analysis - Harmonics study (LT side) - CT/PT availability check - Spec review	As per Annexure-I
2	Capacitor Bank	- Performance evaluation - Clamp meter provision check	As per Annexure-I
3	Electricity Bills	- Analyze 12-month billing history - Suggest cost-saving measures	Provide 1-year data
4	Chillers	- Evaluate COP and kW/TR - Measure water temp, power - Remove insulation if necessary	As per Annexure-I
5	Hot Water Pumps	- Measure flow, pressure, power - Compare with design values (Temp < 110°C)	As per Annexure-I
6	VRV Units	- Measure airflow, DBT, power - Estimate TR and kW/TR	As per Annexure-I
7	AHUs	- Measure airflow and power - Check air temperature and humidity	As per Annexure-I
8	Ceiling AHUs	- Measure airflow and power - Check air temperature and humidity	As per Annexure-I
9	Suppression Fan Units	- Measure airflow and power	As per Annexure-I

Sl. No.	Equipment/Utility	Task Description	Remarks
10	Window/Split AC Units	- Measure power consumption	As per Annexure-I
11	Fresh Water Distribution Pumps	- Measure flow, pressure, power - Compare with design values	As per Annexure-I

#### Annexure-I: Equipment Ratings and Coverage

Equipment	Rating	Installed	To be Covered
Transformers	1600 kVA, 33/0.4 kV	6	6
Capacitor Banks	600 kVAR	7	7
Chillers with Pumps	300 TR, Air Cooled	10	10
Hot Water Pumps	To be ascertained	8	4
VRV (18 HP)	To be ascertained	18	5
VRV (16 HP)	To be ascertained	41	5
AHUs	7.5 to 15 kW	58	5
Ceiling AHUs	To be ascertained	50	5
Suppression Fan Units	To be ascertained	8	4
Window/Split ACs	1 / 1.5 / 2 TR	300	10
Fresh Water Pumps (20 HP)	To be ascertained	4	4
Fresh Water Pumps (10 HP)	To be ascertained	2	2

#### Annexure-II: Electrical Audit – Eco Consult Audit Advanced

##### Objective:

The primary objective is to evaluate the condition and performance of the electrical installation and recommend actionable measures to improve safety, efficiency, and operational longevity. The audit supports both immediate risk mitigation and long-term modernization through a structured digital transformation roadmap.

##### Key Deliverables:

- Evaluation of electrical equipment condition
- Identification of risks to safety and distribution performance
- Assessment of overload and surge protection systems
- Sample relay setting checks for protection devices
- Customized recommendations for risk management and performance optimization

- Maintenance and modernization roadmap
- Digital transformation planning for future readiness

**Scope of Audit:**

The audit will cover critical components of the electrical distribution network affecting safety, energy efficiency, and reliability. Key systems include:

- Medium Voltage (MV) switchboards, breakers, and protection relays
- MV/MV and MV/LV transformers
- Main Low Voltage (LV) switchboards and breakers
- Downstream LV equipment, including:
  - Capacitor banks and Power Factor Correction units
  - Harmonic filters
  - UPS systems

**C. GENERAL CONDITIONS**

- The agency shall submit **one hard copy** and **one soft copy** of the final audit report.
- The entire audit process shall be completed **within 30 days** of issuance of the Work Order.
- The agency shall provide all **testing tools and instruments**, each with valid **calibration certificates**.
- The agency shall ensure **minimal disruption to hospital operations** during the audit.
- A presentation of the audit findings shall be made before the **ESIC Engineering/Maintenance Committee**.

**Estimated Value for Electrical and Energy Audit**

Sl. No.	Job Description	Qty
1	Energy Audit (as per Annexure-I)	1 Set
2	Eco-Consultant Audit (as per Annexure-II)	1 Set
	<b>Total Estimated Value (Incl. GST @18%)</b>	<b>₹12,03,600.00</b>

**Note:**

- The above list is **not exhaustive** and may include additional equipment/services as deemed necessary by ESIC. Items may be added or excluded at the discretion of the competent authority.

Sd/-  
Dean  
**Employees' State Insurance Corporation,**  
**ESIC Hospital & Medical College, Joka, Kolkata – 700104.**

**Standard Contract Agreement**

(Tender for Electrical Safety Audit and Energy Audit at ESIC Hospital & Medical College, Joka)

This CONTRACT AGREEMENT is made on this \_\_\_ day of \_\_\_\_\_, 2025, by and between:

**Employees' State Insurance Corporation (ESIC)**, through its Dean, ESIC Medical College & Hospital, Joka, Kolkata-700104 (hereinafter referred to as the "Client" or "ESIC"),

AND

M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_ (hereinafter referred to as the "Agency"),

WHEREAS, the Client has accepted the proposal submitted by the Agency for conducting the Electrical Safety Audit and Energy Audit for ESIC Medical College & Hospital, Joka, as per the scope and terms laid out in the bid document.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

**1. SCOPE OF WORK**

The Agency shall perform the services as detailed in the "Annexure-III: Scope of Work" of the bid document.

**2. CONTRACT PERIOD**

The duration of this agreement shall be 365 **days**, including report submission, from the date of issue of the Work Order, unless extended by mutual written consent.

**3. CONTRACT VALUE**

The agreed contract value for the services shall be Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), inclusive of all charges and applicable taxes.

**4. TERMS OF PAYMENT**

- 100% payment shall be released after successful completion of the audit and acceptance of the final report by ESIC.
- No advance payment shall be made.
- Payment will be made through PFMS/NEFT.

**5. PERFORMANCE GUARANTEE**

The Agency shall submit a Performance Guarantee equivalent to **5%** of the estimated value in the form of DD/FDR/BG within 10 days of LOA.

**6. OBLIGATIONS OF THE AGENCY**

- Perform the services as per professional standards and applicable codes/regulations.
- Ensure the safety and confidentiality of all information and personnel involved.
- Provide test instruments with valid calibration certificates.

**7. TERMINATION**

In case of non-performance or breach of contract, the Client reserves the right to terminate this agreement with 15 days' written notice and forfeit the performance guarantee.

**8. SETTLEMENT OF DISPUTES**

Any dispute shall first be attempted to be resolved amicably. Failing which, the matter shall be referred to the Chief Engineer, ESIC. Further unresolved disputes shall be dealt with as per DPE O.M. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 23.05.2018.

**9. JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of India. Courts at Kolkata shall have exclusive jurisdiction.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day, month, and year first above written.

**For ESIC**

Signature: \_\_\_\_\_

Name: Dean

ESIC Medical College & Hospital, Joka

Date: \_\_\_\_\_

**For the Agency**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Firm Name & Seal:

Date: \_\_\_\_\_

Witnesses:

1. Signature: \_\_\_\_\_ Name: \_\_\_\_\_
2. Signature: \_\_\_\_\_ Name: \_\_\_\_\_

**Integrity Pact**

To,  
Dean,  
ESIC ESIC Hospital & Medical College-Occupational  
Disease Center, Nandanagar,  
Joka, Kolkata-452011.

**Sub: Submission of Tender for the work**

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 Agency)*

**To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of ESIC**

*INTEGRITY AGREEMENT*

This Integrity Agreement is made at ..... on this ..... day of ..... 20 .....

BETWEEN

ESIC represented through Dean, ESIC ESIC Hospital & Medical College, Nanda Nagar Joka, Kolkata

(Hereinafter referred as the '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 Central / State Government Organizations / Public Sector Undertakings ()) through (Details of duly authorized signatory) (Hereinafter referred to as the " **AGENCY**" and which expression shall unless repugnant to the meaning or context thereof include its successors and permitted assigns)

*Preamble*

WHEREAS the Principal / Owner has floated the Tender (NIT No) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for ..... (Name of work)..... 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 endeavour 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) commits 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)/ Contractor(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 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 wilful 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 of 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 IPC 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;*

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;*

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.

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 office 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 fowing witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1 .....

2 .....

(Signature, name and address)

(Signature, name and address)

Place:

Date :

Sd/-

Dean

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

**BID-SECURITY/EMD DECLARATION FORM**

Bid No: \_\_\_\_\_

Date: \_\_\_\_\_

To,

Dean,  
 ESIC Hospital & Medical College-Occupational  
 Disease Center, Nandanagar,  
 Joka, Kolkata-452011.

Sir, I/We, the undersigned, declares that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security/EMD Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

(a)	have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
(b)	Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) Fail or reuse to execute the contract, if required, or  (ii) Fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed:

(Insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name:

(Insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder) Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

Note:

1. In case of a Joint Venture, the Bid Security Declaration must be In the name of all partners to the Joint Venture that submits the bid.
2. Bid Security declaration must be signed in by the Proprietor/CEO/MD or equivalent level of Officer of the company.

**Non-Blacklisting Declaration**  
(To be given on Company Letterhead)

1. I/We, ....., son/daughter/wife of Shri ....., Proprietor/Director/Partner/Authorized Signatory of the agency/firm named above, do hereby declare that I am competent to sign this declaration and execute the tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. The information/documents furnished along with the application are true and authentic to the best of my knowledge and belief. I/We am/are well aware that the furnishing of any false information or fabricated document would lead to rejection of my/our tender at any stage, and may also attract prosecution under appropriate law.
4. I, ....., do hereby declare that we have carefully read all the conditions of the tender for the supply of CCTV as laid down by the **Dean, ESIC Medical College and Hospital, Joka Kolkata west Bengal**, and we accept all the conditions therein.
5. I, ....., do hereby certify that our firm has **not been blacklisted** by any Government Ministry/Department/PSU/PSU bank with which we have contracted for supply of CCTV in the last five years, nor have we been penalized by such offices/organizations for the supply of poor or substandard items.

**Signature of the Bidder**

Name:

Designation:

Seal & Address of the Bidder

Date:

Place:

OEM Declaration (Optional, if applicable)  
(To be submitted on Original Equipment Manufacturer's Letterhead)

To  
The Dean,  
ESIC Medical College & Hospital,  
Joka, Kolkata – 700104

Subject: OEM Authorization for Equipment Usage in Electrical/Energy Audit

Dear Sir/Madam,

We, the undersigned, hereby certify that M/s \_\_\_\_\_ is an authorized partner/system integrator/service provider of our company for supplying and utilizing the following instruments/software for the purpose of conducting electrical safety and energy audits:

1. \_\_\_\_\_ (Instrument/Software Name)
2. \_\_\_\_\_ (Model/Serial No., if applicable)

We confirm that the instruments/software provided are genuine, calibrated, and supported by us as the Original Equipment Manufacturer.

This authorization is valid for participation in your tender for Electrical Safety and Energy Audit.

Thanking you,  
For (OEM Name)  
Authorized Signatory  
Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Seal: \_\_\_\_\_  
Date: \_\_\_\_\_

**PRICE BID**

**Please quote the Rate**

**CARRYING OUT ENERGY AUDIT AND ELECTRICAL SAFETY AUDIT AT ESIC MEDICAL COLLEGE AND HOSPITAL JOKA KOLKATA WEST BENGAL 700104**

SI No	Item Description	Unit	Qty	Rate(Inc GST)	Amount(inc GST)
1	Energy Audit (as per Annexure-I)	Job	1		
2	Eco-Consultant Audit (as per Annexure-II)	Job	1		
Total Incl GST					

**Electrical Audit:**

- Auditor must be a **Licensed Electrical Contractor (LEC)** registered with **West Bengal Licensing Board** or approved by the **State Electrical Inspectorate**.
- Must have experience in conducting safety audits in **Government / PSU / Hospitals**.
- Must be well-versed with the **CEA Regulations** and **IE Rules, 1956**.

**Energy Audit:**

- Firm must have a **BEE Certified Energy Auditor / Manager**.
- Preferably empanelled with **Bureau of Energy Efficiency (BEE)**.

**Estimated Cost**

₹ \_\_\_\_\_ (inclusive of manpower, testing, instruments, documentation, and GST)

Duration of Work



All field activities and final report submission must be completed within **90 days** from the date of Work Order.

#### Deliverables

- Electrical Safety Audit Report (in line with WB Inspectorate format)
- Energy Audit Report (as per BEE format)
- Soft Copy (Word + Excel + PDF) and 3 Hard Copies
- List of observed non-compliances and recommendations

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#### 7. Terms & Conditions

- The audit must be carried out **without disrupting hospital operations**.
- All testing instruments must be **calibrated** with valid certificates.
- Safety precautions to be followed during inspection.
- Engineers/auditors must wear PPE and follow ESIC HSE norms.
- Report should be certified by the **Electrical Inspectorate–Approved Auditor**.

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Seal & Address of the Bidder

Date:

Place