



क.रा.बी. स्ना.चि.वि. एवं ग.प्र., क.रा.बी. नि. चि. म. तथा  
क.रा.बी. नि. श. एवं पे. रो. के. (पू. अ.) ज़ोका  
क. रा. बी. स्ना. चि. वि. एवं अनु. सं., क. रा. बी. नि. आ. म.  
तथा क. रा. बी. नि. अ. एवं व. रो. के. (पू. कृषे), ज़ोका  
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)  
ESI-PGIMSR, ESIC MEDICAL COLLEGE AND ESIC  
HOSPITAL & ODC(EZ), Joka  
(Ministry of Labour & Employment, Govt. Of India)



डायमंड हारबर रोड, कोलकाता-७००१०८  
डायमंड हारबर रोड, कोलकाता-७००१०४  
DIAMOND HARBOUR ROAD, KOLKATA – 700 104  
PHONE NO. – 033 24671764/2799/6280  
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Website – [www.esichospitals.gov.in](http://www.esichospitals.gov.in)

**GEM Tender No. 41.W. 17/11/15/Joka-Mc/Misc-Electrical/2020-21/PMD**

**Place :- ESIC- MEDICAL COLLEGE & HOSPITAL, DIAMOND HARBOUR ROAD, P.O. JOKA, KOLKATA-700 104, Fax: 033 2467 2795, Phone: 033 2467 2799 / 6280 / 1764**

**Job Title:**

**Invitation of GEM E-Tender for Supply, Installation, Testing, and Commissioning (SITC) of VCB 36KV VCB, 800A, 25KA for 3 Sec , Pix 36 Gen 2 Spares parts.**

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

To: \_\_\_\_\_  
\_\_\_\_\_

Sir(s),

**Job Description:**

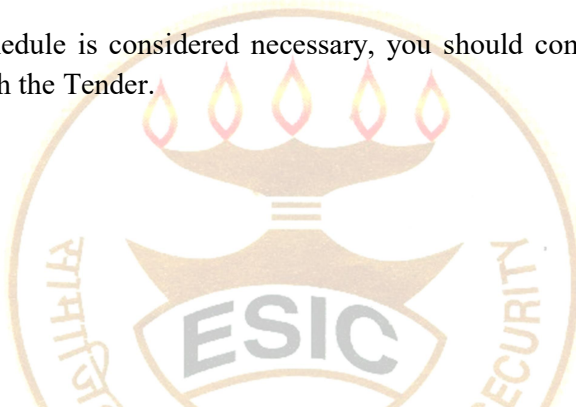
DEAN Employees' State Insurance Corporation (ESIC) invites online bids through Government e-Marketplace (GEM) portal for the **Supply, Installation, Testing, and Commissioning (SITC) of VCB 36KV VCB, 800A, 25KA for 3 Sec , Pix 36 Gen 2 Spares parts** at ESIC Medical College & Hospital, Joka, Kolkata. The scope of work includes delivery of equipment, installation, connection to existing infrastructure, testing, commissioning, and demonstration, along with warranty support and documentation as per technical specifications.

(Two bid system) at ESIC Hospital and Medical College , Joka. The “Tender Documents” comprising the General Terms and Conditions of Contract (Annexure I), Tender Application Form( Annexure II) and the Schedule of contract / specifications of items/ proforma for quoting rates (Annexure III) are enclosed herewith. If you are in a position to quote for the contract in accordance with there requirements stated in the attached schedule, please submit your quotation to this office.

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

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

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



Dean, ESIC Hospital and ODC (E.Z), Joka, does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered and you shall supply the same / execute the work at the rate quoted by you. You are at liberty to tender for the whole or any part.

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

DEAN

ESIC Medical College and Hospital Joka Kolkata



क.रा.बी. स्ना.चि. वि. एवं ग.प्र., क.रा.बी. नि. चि. म. तथा  
क.रा.बी. नि. शा. एवं पे. रो. के. (पू. अ.), जोका  
क. रा. बी. स्ना. चि. वि. एवं अनु. सं., क. रा. बी. नि. आ. म.  
तथाक. रा. बी. नि. अ. एवं व. रो. के. (पू. कृषे), जोका  
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)  
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### Scope of work:

Sl.No	Product Description	QtyNos,
1	Micom P111 relay	6
2	12 Windows Annunciators	8
3	90-240 V AC/DC Hooter	1
4	200/5+5CT	3
5	50/5+5CT	3
6	Phase barrier FRP sheet	11
7	220Volt AC-250Watt space heater	9
8	110 V DC closing coil	4
9	110 V DC Tripping Coil	4
10	220 V AC/DC Spring charging moto	4
11	24-220 V AC/Dc Indication lamp( Red, Yellow, Blue, Green, white, Amber0	12
12	33KV/110Volt PT	3

SL.No	Description	Total Amount Inclusive of GST (in Rs.)
01	VCB 36KV VCB, 800A, 25KA for 3 Sec , Pix 36 Gen 2 Spares parts	1633261.6

Note:

1. Tender is for job contract for Supply, Installation, Testing, and Commissioning (SITC) of VCB 36KV VCB, 800A, 25KA for 3 Sec , Pix 36 Gen 2 Spares parts, ESIC Medical College & Hospital, Joka, Kolkata.
2. The successful bidder shall be responsible for the supply, transportation, loading and unloading, transit insurance, delivery at site, installation (where applicable), testing, commissioning, documentation, warranty, and post-supply service support for all components and spare parts related to 36kV Vacuum Circuit Breaker (VCB), 800A, 25kA for 3 Seconds – Pix 36 Gen 2.

The scope includes but is not limited to:

- Original and compatible spare parts for indoor/outdoor applications,
- All associated mechanical and electrical components,
- Interfacing accessories required for proper operation and integration,
- Technical documentation (manuals, circuit diagrams, part lists), and
- Adherence to the technical specifications and Bill of Quantities provided in the tender document.

The bidder must ensure the supplied items are fully compliant with the applicable standards and are suitable for installation in the existing electrical infrastructure of the facility

### 3. Preferred Makes and System Integration

The bidders are required to submit their offers strictly in accordance with the preferred makes/models as specified in the Annexure of this tender document. However, bidders may also quote for equivalent or higher specifications provided that such alternatives are fully compatible, technically compliant, and supported by adequate documentation and OEM assurance.

The bidder shall ensure that all supplied components and systems are seamlessly integrated into the existing infrastructure. The integration shall include, but not be limited to, proper coordination with existing protective relays, SCADA systems, auxiliary equipment, and control panels.

Additionally, the bidder must ensure that adequate provision is made for future integration with existing related systems, if required by ESIC at a later stage. The design and execution should be scalable and flexible to support such future enhancements without requiring major rework or system modifications.

### 4. Hardware and Software Compliance

The bidder shall provide all necessary hardware, software, firmware, interfacing modules, connectors, and accessories required to ensure that the offered solution functions in complete compliance with the technical specifications mentioned in the tender.

It is clarified that the technical specifications provided are minimum requirements. Bidders may offer equivalent or higher specifications to meet or exceed the operational needs of ESIC Medical College & Hospital, Joka. However, such higher specifications shall be offered at no additional commercial benefit or evaluation weightage.

The proposed solution must be fully operational, interoperable, and maintainable, and capable of seamless integration with the existing electrical infrastructure without requiring any additional modifications or procurement by ESIC.

### 5. Bidder's Responsibility

The successful bidder shall be fully responsible for the execution of the project in accordance with the scope of work, technical specifications, and contractual terms. The responsibilities shall include, but not be limited to, the following:

- **Supply and Installation:**  
Complete supply and installation of all hardware, software, accessories, and allied equipment as specified in the scope of work and technical specifications.
- **Warranty and OEM Support:**  
All equipment/accessories must carry a warranty and shall function at or above the guaranteed levels of performance and availability. The bidder must ensure back-to-back warranty and maintenance support from the Original Equipment Manufacturer (OEM) for a period of two (2) years from the date of successful handing over and acceptance by ESIC. One complete set of hardware and software documentation shall be submitted at the time of delivery.

- **Tools and Instruments:**  
The bidder shall arrange for all necessary tools, tackles, and testing instruments required for transportation, installation, testing, and commissioning. These may be taken back by the bidder after completion of the commissioning activities.
- **Testing and Commissioning:**  
The bidder shall undertake all testing and commissioning activities, and provide full assistance during inspection and acceptance testing by ESIC authorities.
- **Completeness of Solution:**  
The bidder shall be responsible for providing all required equipment and services, whether explicitly mentioned or not, to ensure completeness, operability, maintainability, and compliance with the intended specifications—at no additional cost to ESIC.
- **Product Traceability:**  
The bidder must furnish part numbers and product identification numbers for all supplied items as assigned by the respective OEMs.
- **Project Planning:**  
The bidder shall submit a detailed activity-wise work plan and schedule for the execution and timely completion of the project.
- **Deployment of Skilled Manpower:**  
The bidder shall provide a detailed list of key personnel including Project Manager, Site Engineers, and Technicians proposed for deployment. The list must include qualifications, relevant work experience, and certifications. Deployment shall be subject to prior approval from ESIC.
- **Manpower Certification:**  
The deployed manpower must be technically competent and possess requisite OEM certifications as applicable for the systems being installed and commissioned.
- **Manpower Approval and Replacement:**  
ESIC reserves the right to accept or reject the proposed manpower. Any changes in deployed personnel during execution must be communicated to ESIC in writing and shall require prior approval with supporting details of the replacement personnel.

## 6. Execution of Work and Compliance with ESIC/Architect Instructions

The bidder shall execute, complete, and maintain the awarded work in strict compliance with the terms and conditions of the contract and to the entire satisfaction of ESIC.

From time to time, the Architect/Consultant, under the direction of ESIC, may issue additional instructions, including drawings, clarifications, explanations, or directives (collectively referred to as “Architect’s/Consultant’s Instructions”) in connection with:

- Variations or modifications in design, quality, or quantity of work;
- Additions, omissions, or substitutions of any items or scope of work;
- Clarifications regarding any discrepancies in drawings, specifications, or Bill of Quantities (BOQ);
- Removal or replacement of any material brought to site by the contractor that does not conform to specifications or quality standards;
- Demolition, rectification, or re-execution of any substandard or defective work executed by the bidder;
- Dismissal or removal of any personnel employed or deployed on site by the contractor who is found unfit, unskilled, or unacceptable by ESIC or its representative.

The bidder shall promptly and fully comply with such instructions without any additional claim or delay and shall ensure smooth and timely completion of the project in accordance with the approved drawings, specifications, and overall intent of the contract.

## 7. Electrical Compliance and Power Cabling

All equipment supplied under this contract shall be provided in a **complete and ready-to-use condition**, including **factory-fitted power cables**.

- The equipment shall be designed to operate on **230 Volts ±10%, 50 Hz, Single Phase AC** power supply.
- Each equipment unit shall be provided with **3-pin plug tops** rated at either **5A or 15A**, as appropriate, and fully compliant with the latest **Indian Electrical Standards (IS:1293 or equivalent)**.
- The power cables used shall be of **appropriate rating, ISI-marked**, and suitable for the connected load with proper earthing provisions.

The bidder shall ensure that all electrical terminations are safely enclosed and that installation complies with **applicable safety norms and statutory regulations**.

## 8. Proven Industry Products

All equipment and components supplied under this tender must be commercially proven, industry-grade products, and not experimental, R&D, or prototype models. The offered equipment shall conform to all relevant and applicable Indian Standards (IS), IEC, or equivalent international standards, ensuring safety, quality, and reliability.

## 9. Uniformity of OEM Components

All major components of the system must be sourced from the same Original Equipment Manufacturer (OEM). Mixed or assembled products from different manufacturers, refurbished, or used items shall be strictly rejected. The bidder must furnish OEM declarations and datasheets to confirm compliance.

## 10. Product Lifecycle Compliance

The System Integrator (SI) / Bidder shall ensure that the products, technologies, and services proposed under this project:

- Are not declared End-of-Life (EoL) by the OEM at the time of bidding;
- Have a guaranteed support and service lifecycle of at least one (1) year beyond the date of acceptance of the project by ESIC;
- Are eligible for OEM-backed maintenance and upgrade support during this period.

## 11. Availability of Spares and Upgrades

The bidder must confirm and ensure that spare parts, software updates, and upgradable components for all products supplied shall be available for a minimum period of five (5) years from the date of project acceptance by ESIC. A formal declaration from the OEM supporting this commitment must be submitted with the bid.

## 12. Warranty Replacement Requirements

During the warranty period, in the event of failure or defect in any component or sub-component, the replacement shall be made only with brand new spare parts that bear the same OEM part number as the original.

- In exceptional circumstances, where the specific OEM part number is officially discontinued or unavailable, a compatible spare with a different OEM part number may be accepted, subject to prior approval from ESIC.
- Such replacement parts must be:
  - Brand new,
  - Directly sourced from the OEM, and
  - Carry an OEM-validated part number.

Any used, refurbished, or third-party substitutes shall not be accepted under any circumstances.

## 13. BOQ Completeness and Additional Requirements

The Bill of Quantities (BOQ) provided by ESIC is indicative and not exhaustive. It is the responsibility of the bidder to:

- Assess and identify any additional items/components required to complete the system in all respects;
- Clearly indicate such additional components in their technical and financial offer, along with a justification;
- Ensure that the system is delivered as a fully functional, integrated, and maintainable solution, meeting all technical specifications.

Further, even during the execution phase, if additional components or materials are required for successful completion, the bidder shall provide the same at no additional cost to ESIC, irrespective of whether these were covered in the original BOQ or the bidder's proposal.

Only those bidders who submit complete and comprehensive proposals, covering the entire scope of work and system requirements, shall be considered for technical and financial evaluation.

## 14. Site Visit and Preliminary Assessment

Bidders are strongly advised to visit and examine the site prior to the pre-bid meeting at their own cost and responsibility. The purpose of the visit is to:

- Understand the site conditions, constraints, and installation environment;
- Obtain relevant architectural/interior drawings;
- Conduct necessary environmental surveys for routing of electrical cabling, copper piping, drain piping, and containment systems such as raceways or conduits.

No claims on account of lack of knowledge or site conditions shall be entertained later.

## 15. Ownership of Drawings

All drawings, specifications, and related documents provided by ESIC or its appointed Architect/Consultant shall remain the exclusive property of ESIC. These are to be used only for execution of the assigned work and must not be used or disclosed for any other project.

## 16. Ancillary Works

Installation & Commissioning shall include, but not be limited to:

- Supply and laying of cables with appropriate protection;
- Termination, crimping, lugs, mounting/fixing;
- All minor but essential items required for successful project completion, even if not explicitly stated in the BOQ or specifications, shall be provided at no extra cost.

## 17. Bid Completeness

Bidders must submit complete technical and commercial details as part of their bid. This includes specifications and data sheets for all quoted items, ensuring compliance with the total scope.

## 18. Software Specifications

A comprehensive write-up on the software must be submitted, detailing:

- Control panel interface;
- AC system integration;
- Other monitoring or control features.

## 19. Special Site Conditions

Bidders must highlight any special requirements such as:

- Operating temperature, humidity, or dust levels;
- Space requirements, anchoring needs, or isolation criteria;
- Specific power or grounding provisions.

## 20. Brochures and Technical Literature

Printed brochures, leaflets, or technical pamphlets illustrating full product specifications, features, and certifications must be enclosed with the bid.

## 21. Deviation Sheet

Bidders shall address all points of this tender in the same order and highlight any deviations clearly in a separate Deviation Schedule. Unless explicitly mentioned in this schedule, it shall be assumed that the bid is fully compliant with the specifications and conditions.



## 22. Bidder's Supervision Responsibility

The bidder shall coordinate and supervise site preparation activities by ESIC to ensure conformity with environmental and infrastructural requirements. Efficient system performance under such conditions shall be the bidder's responsibility.

## 23. Site Facilities and Installation Responsibility

The bidder shall:

- Submit a list of facilities and support (if any) required for site preparation;
- Be fully responsible for installation and commissioning, including:
  - Equipment-related cabling (excluding main power cables),
  - Unpacking, handling, inspection, and placement;
  - Testing and calibration using bidder's own instruments.

Space for staging/unpacking shall be provided by ESIC.

## 24. Drawings and Documentation

The bidder must provide:

- Schematic drawings, signal flow diagrams with cable routes, numbering, and color coding;
- As-Built Drawings post execution, duly approved by ESIC/Consultant;
- Detailed shop drawings for any items to be integrated with furniture, tables, or ceilings, to be shared prior to execution to avoid conflicts with other ongoing works or vendors.

25. All the Equipment's covered in this contract have to be maintained as per the standards of the original manufacturing company during the warranty period as well as AMC.

26. The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the spares against defects arising out of faulty design, materials and workmanship etc..

27. The works shall be carried out in accordance with CPWD specifications wherever CPWD specifications are not available / applicable, such items / piece of works will be carried out as per BIS / NBC / manufacturers specifications & operation manuals and sound engineering practices etc. and as per direction of engineer.

28. The Contractor shall put all out efforts to address the complaints as immediately as possible. However, a tentative timeline for various natures of complaints are given within which the complaints are supposed to be attended by the Contractor without fail so as to maintain the hospital services smoothly.

29. Workmen employed by the contractor should be well behaved, polite & courteous and the worker will clean the place where he has worked while attending the complaints . Any complaint against staff for bad behavior shall be taken very seriously and such staff shall be removed by the contractor within five days from the site and arrangement of suitable substitute for the same shall be done by contractor failing which the Engineer-in-Charge shall make recovery from contractor's bill as per corresponding condition.
30. Safety of the staff employed will be the responsibility of the contractor and any damage caused by the workman shall be compensated by agency, ESIC shall not be responsible for any mishap, injury/accident or death of the staff. No claim in this regard shall be entertained/ accepted by the department.
31. All T&P including ladders, wire drawing equipment, chase cutting equipment, drilling machine megger insulation, earth resistance testing equipment etc. required for the work shall have to be arranged by the contractor No T&P shall be issued by the Department.
32. Unless otherwise specified, the agreement rates for all items of work of the schedule of quantities are for all heights, depths, leads and lifts involved in the execution of work.
33. The contractor shall take all precautions to avoid accidents by exhibiting caution boards, red flags, red lights and providing necessary barriers and all other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part.
34. Other agencies may also be simultaneously executing some other work entrusted to them by the Engineer-in-charge and the contractor shall offer necessary cooperation wherever required to these agencies so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s). He shall as far as possible arrange his work and shall place and dispose off the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in- charge.
35. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials, the contractor shall be bound to follow all such restrictions and adjust the programme for execution accordingly. Nothing extra shall be paid for idle labour due to such construction.
36. The work shall be carried out in a manner complying in all respects with the requirements of relevant bye laws of the local bodies, labour laws, minimum wages act, workmen compensation act and other statutory laws enacted by Central Govt. as well as

State Govt.

37. All the malba or rubbish obtained from dismantling or otherwise during the execution of work shall be collected in the mobile container arranged by contractor free of cost of suitable size placed near the working place. The malba or building rubbish so collected shall be disposed off to the specified common disposal point as decided by the Engineer-in charge, where from the contractor will finally disposed off the collected malba or rubbish to the authorized municipal dhalao/dumping ground. In no case the malba / building rubbish shall be allowed to dump at ground near the working place. A recovery of **Rs.1000/-** shall be made by engineer-in- charge for every default per day till the final disposal of malba only after issuing a notice in writing by engineer-in-charge of work. No residential accommodation shall be provided to any of the staff engaged by the contractor.
38. The contractor shall also not be allowed to erect any temporary set up for staff in the campus. The contractor shall depute required technical and non – technical / supporting personnel for carrying out civil and electro – mechanical maintenance works as per manpower deployment schedule vide Form (FB) – 1 so that the essential services should not get hampered in any manner for hospital and dispensaries & also for residential accommodations.
39. Contractor shall be fully responsible for any damages caused to Hospital property by his or his labour in carrying out the work and same shall be rectified by the contractor at his own cost.
40. The Contractor shall follow, observe and comply with all applicable laws, rules, regulations and procedure including all Govt. of India and concerned Local Authority rules, procedures and regulations while performing Work under the Contract including planning, designing, detailing, executing, supervising etc. and obey instructions, rules and regulations of Agencies having jurisdiction as issued or applicable from time to time. The contract price and the rates under the Contract shall be deemed to be inclusive of all expenses required for complying with all such applicable laws, rules, regulations and procedures. The Contractor shall at all times safeguard the interests of the employer in performing the work under his scope.
41. The contractor shall maintain sufficient quantity of materials and spares at site to meet the requirement of attending the complaints as per direction of the Engineer-in-charge. Stores / bins, if available, shall be handed over to the contractor for storing the material.
42. All dismantled material shall remain the property of the ESIC and shall be taken away by the contractor after taking approval of Engineer-in-charge of ESIC in writing for

dismantled materials for which deduction will be made accordingly from contractor bills. Chases, holes & drilling works etc. shall be done using power operated tools by observing due diligence so that the existing structure / facilities should not get unduly disturbed / maintenance / disfigured. In case of any accident during the operation / Maintenance of the equipment leading to injuries/damages to human being equipment or loss of life, the contractor shall be fully responsible for settling all claims & indemnify the department against any claims arising out of such accidents.

43. PENALTY CLAUSE: Any penalty due during the Warranty/CAMC period will be adjusted against the bills payable or retention money retained by the ESIC as per following in case of non-satisfactory services provided under Warranty/CAMC:

S.NO	Type of Defective Service	Penalty Amount / LD
01.	Penalty for every Equipment which is not repaired post completion of 72 hours of reporting the complaint till the day the complaint is rectified.	Rs 1000/- per Equipment per day till the day of rectification
02.	Penalty for not doing the Preventive Maintenance or Vendor does not fulfill the provisions of the contract in a quarter	only the proportionate maintenance charges for that period during the month will be considered payable by ESIC without prejudice to the right of the ESIC to terminate the contract.
03.	Penalty for non-responsiveness to the calls of the ESIC to repair or replace the faulty equipment. If the vendor could not resolve the issues or not showing any interest to resolve the issue or nonresponsive to ESIC's calls	ESIC will arrange to rectify the same through any other agency and recover the losses from the vendor by suitable deductions from the bills payable to the vendor or from the Security Deposit and contract cancelled.
04.	Penalty for losses to ESIC's property while performing the PM or repair works on	Contractor to rectify or shall make good of the

	account of any negligence, mishandling, non- adherence to the required safety protocols, commission or omission by the technicians of the Vendor and if any loss or damage caused to the Equipment or any ESIC's property	losses suffered by the ESIC or ESIC will recover the actual amount incurred by ESIC.
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#### INFORMATION & INSTRUCTION TO BIDDERS FOR E-TENDERING

**1. Invitation of GEM E-Tender for Supply, Installation, Testing, and Commissioning (SITC) of VCB 36KV VCB, 800A, 25KA for 3 Sec , Pix 36 Gen 2 Spares parts.**

**2. Details of Bid.**

SR.No	NIT No.	Name of Work & Location	Estimated cost put to bid (₹)	Earnest money (₹)	Period of completion
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1.	GEM Tender No. 412.W/17/11/2017/Elect rical/NonScheduleitems	<b>Supply, Installation, Testing, and Commissioning (SITC) of VCB 36KV VCB, 800A, 25KA for 3 Sec , Pix 36 Gen 2 Spares parts.</b>	Rs. <b>1633261.6</b>	Rs.32665.	180 days
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3. The bidder whose bid is accepted shall be required to submit a **performance guarantee of 5 percent** of the tendered amount in the form of Bank Guarantee or FDR from a nationalised / scheduled bank within the period specified format. in case the bidder fails to deposit the said performance guarantee within the period as indicated in format, including the extended period if any, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder. The Performance Guarantee shall initially be kept valid upto the stipulated date of completion plus sixty days beyond that.
4. Contractors who fulfil the following requirements shall be eligible to apply. Joint ventures are not accepted. a. Should have satisfactorily completed the works as mentioned below during the last Seven years ending previous day of last date of submission of bids.
  - a) Three (3) similar works value not less than 40 % of the estimated Cost .
  - b) Two similar works value not less than 50 % of the estimated Cost
  - a) One (1) similar works value not less than 80 % of the estimated Cost.
5. Similar work means Supply, Installation, Testing and Commissioning of VRF / VRV System / Unit in buildings or elsewhere.
6. Work means work done with some Central Government Department / State Government Department / Central Autonomous Body / State Autonomous Body / Central Public Sector Undertaking / State Public Sector Undertaking / City Development Authority / Municipal Corporation of City formed under any Act by Central / State Government and published in Central / State Gazette.
7. The authorisation of OEM should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the authorisation should be valid on the original date of submission of bids.
8. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

During Technical Evaluation, the following documents are being checked by the TEC. Hence, all the bidders are requested to upload the following document.

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

1	Earnest Money deposit by Demand draft	
2	GST Registration certificate	

3	PAN/TAN/TIN other statutory documents	
4	I.T return last three (3) years ( 2021-22, 22-23,23-24)	
5	Valid Trade license /Valid Company firm registration	
6	ESIC and EPF registration	
7	Valid Electrical Licence	
8	Experience Certificate/Credential of experience claimed as per The tenderers should have undertaken /completed the following work in the last two (7) years as on 31.03.2025 in works of similar nature in a GOVT/ PSU set up. 1)Three (3) similar works value not less than 40 % of the estimated Cost 2)Two (2) similar works value not less than 50 % of the estimated Cost 3)One (1) similar works value not less than 80 % of the estimated Cost	
9	The EMD hard copy/online is to deposited in tender box at Admin Building, ESIC Hospital, Joka before closing date & time	
10	Submit the OEM authentication certificate/ authorized Service provider of OEM .	
11	Written commitment from OEM of supply the units and its delivery schedule.	
12	Required Guarantee of SPARES units from the OEM in favour of the Engineer-in-charge to cover defect liabilities.	
13	The letter of OEM that the OEM unconditionally supports the bidder technically throughout the execution of the contract as well as for Maintenance contract for the useful life of the system.	
14	The letter of OEM that they will provide all the spares required for healthy functioning of the equipment for at least 7 years from the date of supply of equipment.	
15	Escalation Matrix	
16	Authorized Service Centre In Kolkata .	

**Note:**

*During Technical Evaluation, the following documents will be checked by the TEC. Hence, bidders to make sure that the above mentioned documents are uploaded. Please avoid uploading other unnecessary documents. No need to upload document other than above mentioned documents.*

## GENERAL TERMS AND CONDITIONS

- 1. Invitation of GEM E-Tender for Supply, Installation, Testing, and Commissioning (SITC) of VCB 36KV VCB, 800A, 25KA for 3 Sec , Pix 36 Gen 2 Spares parts.**

1. **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.
2. **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.
3. **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 portal, 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 portal 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 portal 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.
4. **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:

**“GEM E-Tender for Supply, Installation, Testing, and Commissioning (SITC) of VCB 36KV VCB, 800A, 25KA for 3 Sec , Pix 36 Gen 2 Spares parts.”**

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

- 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.
- 

- 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.

## **5. PERFORMANCE GUARANTEE:**

The successful tenderer shall submit an irrevocable performance guarantee of 5% of the tendered amount in addition to other deposit mentioned elsewhere in the contract for his proper performance of the contract agreement within 15 days of issue of letter of acceptance of tender. This guarantee shall be in the form of Demand Draft/Pay order of irrevocable bank guarantee bond of any schedule bank or the State Bank of India in the specified perform a of Government Security, fixed deposit receipt pledged in favour of DEAN ESIC MEDICAL COLLEGE AND HOSPITAL JOKA KOLKATA or as specified in the letter of acceptance of tender. The performance guarantee shall be initially valid up to the stipulated date of completion plus 180 days beyond. This bank guarantee shall be kept valid till the recording of completion certificate for the work by the competent authority.

## **6. 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 portal**. 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 portal 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 portal. 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. If deemed necessary, ESIC reserves the right to conduct an **e-Reverse Auction** among technically qualified Bidders. The schedule and details of the e-Reverse Auction will be communicated to the eligible Bidders separately.
- V. **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.

## 7. 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.

## 7. 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.

## 8. 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.

#### 9. **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 **Supply, Installation, Testing, and Commissioning (SITC) of VCB 36KV VCB, 800A, 25KA for 3 Sec , Pix 36 Gen 2 Spares parts** .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.

#### 10. **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**.

#### 11. **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.

#### 12. **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.

**13. 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.

**MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS**

14. **Quality of Work:** All work must be executed in the best manner using high-quality, approved materials per the specifications, drawings, and ESIC instructions.
15. **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.
16. **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.
17. **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.
18. **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.
19. **Damage during Work:** The contractor is responsible for repairing any damage to work caused by weather, neglect, or other reasons at no additional cost.
20. **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.
21. **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.

**22. PERIOD OF CONTRACT & EXTENSION OF TIME**

The contract, if awarded, will be initially valid for 180 days from the date of award, subject to **continuous satisfactory performance**.

The contract may be extended for a further period of up to **180 days** 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.

**23. PAYMENT TERMS**

### 23.1 Payment Schedule

Payment to the contractor shall be made as per the following milestones, subject to successful completion of the corresponding stage of work and certification by the Engineer-in-Charge:

- **a. Supply of Equipment/Materials:**  
70% of the quoted price of equipment and materials shall be released after complete delivery, inspection, and verification of quantity, make, model, and condition at site.
- **b. Installation, Testing & Commissioning:**  
20% shall be released after successful installation, testing, and commissioning of all equipment as per specifications and obtaining performance approval from the Engineer-in-Charge.
- **c. Final Acceptance & Documentation:**  
10% shall be released after completion of all associated works, handover of system, submission of final "As Built" drawings, operation manuals, training, and obtaining Final Acceptance Certificate (FAC).

### 23.2 Warranty Period Retention

Alternatively, 10% of the total contract value may be retained as a **Security Deposit** and will be released after successful completion of the defect liability/warranty period of 12 months from the date of Final Acceptance Certificate, subject to satisfactory performance and no pending complaints. This may be substituted by a Performance Bank Guarantee valid for the warranty period.

### 23.3 Deductions & Recoveries

Statutory deductions such as Income Tax, Labour Cess, and any applicable GST TDS shall be deducted as per prevailing Government norms. Penalties, if any, for delay or non-compliance shall also be deducted from the running or final bills.

### 23.4 No Advance Payment

No advance payment shall be made under this contract.

### 23.5 Payment Conditions

- All payments shall be made through electronic transfer (ECS/RTGS/NEFT) to the contractor's bank account as per details provided in the mandate form.
- All bills must be submitted in triplicate, duly certified by the site engineer/Engineer-in-Charge.
- Payment will be processed only after submission of required statutory compliance documents, such as GST invoice, delivery challans, material test reports (if applicable), joint inspection report, and installation certificate.

24. Income tax, GST, labour cess & other statutory deduction etc. shall be made at source as per the prevalent laws. The deduction of Security Deposit, Income Tax, etc., shall be done after calculation for the above due payment as per clause 3 above and net payment shall reduce accordingly.

25. **Performance Guarantee:** Upon acceptance of the tender, the contractor must deposit a **5% security deposit** of the tender amount as a performance guarantee. The security deposit must be in the form of a **Demand Draft** drawn in favor of **ESI Fund A/c No. 1, payable at Kolkata**. **Cash and cheques** are not acceptable. Alternatively, it can be in the form of an **ESIC Guarantee** valid for **1 years**.

- a) **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.
- b) **Deductions from Security Deposit:** Any compensation or sums payable by the contractor to ESIC under the contract may be deducted from the security deposit or any other amount due to the contractor.
- c) **Top-up of Security Deposit:** If the security deposit is reduced due to deductions, the contractor must replenish the deposit within **7 days** by submitting a **Demand Draft** for the deducted amount.

## 26. 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.

## 27. 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.

## 28. 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.

## **29. 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.

## **30. 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.

## **31. 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.

## **32. 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.

## **33. 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.

### **34. 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.

### **35. EXTENT OF WORK**

The work shall comprise of entire labour including supervision and all material necessary to make a complete installation and such tests and adjustment and commissioning as may be required by the department. The term complete installation shall not only mean major items of the plant and equipments covered by the specification but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the tender documents in connection with this contract as this is a turnkey job.

In addition to supply, installation, testing and commissioning of VRF / VRV system including Ceiling mounted indoor units, following works shall be deemed to be included with the scope of work to be executed by the tenderer.

Minor building works necessary for installation of equipments, foundation making of opening in walls or in floors and restoring them to their original condition / finish and necessary grouting etc. as required.

**Routine, Preventive & Breakdown maintenance for (1+5) years from the date of completion and handing over.**

### **36. COMPLIANCE WITH REGULATIONS AND INDIAN STANDARDS**

All works shall be carried out in accordance with relevant regulation both statutory and those specified by the Indian Standards related to the works covered by this specification in particular, the equipment and installation will comply with the following:

Factories Act, Indian Electricity Rules, B.I.S. & other standards as applicable, Workmen's compensation Act, Statutory norms prescribed by local bodies like fire department, CEA, Power Supply Co. etc.

### **37. INDEMNITY.**

The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer on account of the above.

**38. ERECTION TOOLS**

No tools and tackles either for unloading or for shifting the equipment's for erection purposes would be made available by the department. The successful tender shall make his arrangement for all these facilities.

**39. COOPERATION WITH OTHER AGENCIES AND OCCUPANTS OF THE BUILDING**

The successful tenderer shall co-ordinate with other working contractors, if any and other occupants of different offices / Labs, etc., and exchange freely all technical information so as to make the execution of this work / contract smooth. No remuneration should be claimed from the department for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of work was not undertaken by the tenderer himself.

**40. MOBILIZATION ADVANCE**

No mobilization advance shall be paid for this work.

**41. INTERPRETING SPECIFICATION.**

In interpreting the specification, the following order of decreasing importance shall be followed in case of contradictions:

Schedule of quantities, Technical Specification, Drawing (if any), General Specification for Electrical Works of CPWD (relevant Parts), Relevant BIS or other international code in case BIS code is not available.

**42. 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.

#### 43. **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.

#### 44. **GUARANTEE**

All equipment's shall be guaranteed for a period of 24 months from the date of taking over the installation by the department against unsatisfactory performance and / or breakdown due to defective design, workmanship or material. The equipment or component, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost to the satisfaction of the Engineer-in- Charge. In case it is felt by the

department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of Engineer-in-Charge in this regard shall be final & binding on the contractor.

ANNEXURE - 1

**CERTIFICATE OF THE CONTRACTOR;**

**I / We read and understood the above conditions and requirements of ESIC 's who are taking up Invitation of GEM E-Tender for Supply, Installation, Testing, and Commissioning (SITC) of VCB 36KV VCB, 800A, 25KA for 3 Sec , Pix 36 Gen 2 Spares parts., ESIC Medical College & Hospital, Joka, Kolkata on behalf of ESIC and agree to the same.**

**Place:**

**Signature Date :**

**(Name and Address of the Contractor)**

**with Seal**

**ANNEXURE - 2**

<< Organization Letter Head

## DECLARATION

I / We, \_\_\_\_\_ hereby declare that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I / we have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

1.	Name & Address of the bidder	
2.	Phone	
3.	E-mail	
4.	Contact person name	
5.	Mobile number	
6.	PAN number	
7.	UTR no. [if deposited online] for EMD	
8.	DD / FDR / Banker's Cheque No. [if uploaded scanned copy] for EMD	
9.	BANK DETAILS of the Bidder	
10	Bank name	
11	Branch address	
12	Branch telephone no	
13	MICR Code of the bank	
14	IFSC code	
15	Bank Account no.	
16	Type of account	
17	PI attach one cancelled cheque	

We further declare that our organization has not been blacklisted / delisted or put to any holiday by any Institutional agency / Govt. Department / Public Sector Undertaking in the last three years.

(Signature& name of the bidder)

Seal of the bidder

**TECHNICAL PARTICULARS**

*(To be filled and confirmed by the Bidder on Letterhead and submitted with the Technical Bid)*

**[B] Item-wise Product Description & Technical Compliance**

Sl. No.	Product Description	Qty (Nos.)	Make & Model Offered	Technical Specifications (to be filled by Bidder)	Compliance to Tender Specs (Yes/No)	Brochure Attached (Yes/No)
1.	Micom P111 Relay	6				
2.	12 Windows Annunciator	8				
3.	90–240 V AC/DC Hooter	1				
4.	200/5+5 CT	3				
5.	50/5+5 CT	3				
6.	Phase Barrier FRP Sheet	11				
7.	220V AC, 250W Space Heater	9				
8.	110V DC Closing Coil	4				
9.	110V DC Tripping Coil	4				
10.	220V AC/DC Spring Charging Motor	4				
11.	24–220V AC/DC Indication Lamp (R, Y, B, G, W, A)	12				
12.	33kV / 110V Potential Transformer (PT)	3				

**Note to Bidders:**

1. All rows must be filled in completely and truthfully.
2. Brochures and technical datasheets must be enclosed and clearly marked.
3. If there are any deviations from tender specifications, they must be clearly listed in a separate deviation sheet.
4. Failure to submit this annexure fully filled may lead to rejection of the bid.

**ANNEXURE 4**



**UNDERTAKING TO BE SUBMITTED BY THE CONTRACTORS ALONG WITH THE TENDER**

The DEAN,  
ESIC MEDICAL COLLEGE AND HOSPITAL  
DH ROAD JOKA KOLKATA WEST BENGAL

Date:

Dear Sir,

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR ALL TYPES & VARIOUS MAKES OF ACs Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for Comprehensive Annual Maintenance Contract(CAMC) at ESIC Medical College and hospital Joka kolkata in conformity with the said Proposal documents for the sum of Rupees.....

.....  
.....  
..... (Total proposal amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposal. We undertake, if our Proposal is accepted, to complete the work within the stipulated period. We agree to abide by the Proposal and the rates quoted therein for the contract awarded by the ESIC.

Until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. WE UNDERSTAND THAT ESIC'S RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITHOUT ASSIGNING ANY REASON WHATSOEVER THEREOF. DATED THIS \_\_\_\_ DAY OF \_\_\_\_ 2023

Signature of Contractor in the capacity of Duly authorized to sign Proposal for and on behalf of

## ANNEXURE 5

### FORM OF AGREEMENT

ARTICLES of AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ year 2023 between \_\_\_\_\_ (He reinafter referred to as the “Employer/ESIC” which expression shall, unless excluded by or repugnant to the context, includes its successors and assigns) of the ONE PART and \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter referred to as “Contractor” unless excluded by or repugnant to the context, includes its successors and assigns) of the OTHER PART. WHEREAS the Employer intends to carry out

\_\_\_\_\_ and shall herein after referred to as “Project”. AND WHEREAS for the purpose of the above said project, the Employer invited ONLINE E-tenders from experienced, resourceful and bonafide contractors through M/s ESIC vide its Notice Inviting Tender (No. \_\_\_\_\_ dated. \_\_\_\_\_).

WHEREAS the contractor submitted his Online Tender containing Notice Inviting Tender, General Conditions of Contract, Special conditions, Bill of Quantities, Form of Agreement, Preferred makes of materials, Form of Submission of tender, Technical Specifications etc. for the above said project, (Hereinafter collectively referred to as the “said conditions”), digitally signed as a token of his acceptance of the same, along with requisite Cost of tender and Earnest Money Deposit.

AND WHEREAS out of the Tenders received, the Tender of the contractor was found to be most suitable for the project.

AND WHEREAS the Employer through ESIC has accordingly issued the work order (No. \_\_\_\_\_ dated. \_\_\_\_\_) to the contractor subject to his furnishing the requisite Security Deposit. AND WHEREAS the Contractor has accepted the aforesaid Work Order vide his letter of acceptance No. \_\_\_\_\_ dated \_\_\_\_\_ and has also deposited with the Employer a sum of Rs. \_\_\_\_\_ which with the Earnest Money of Rs. \_\_\_\_\_ forms the requisite Initial Security Deposit @5% of the accepted Tender Value of Rs. \_\_\_\_\_.

NOW, therefore, it is hereby agreed to and between the parties as follows: 1) Contract documents The following documents shall constitute the Contract Documents. I. This Article of Agreement. II. Tender Document submitted by the Contractor including the “said conditions”, N.I.T and Schedule of quantities. III. All correspondence between the Employer and the Contractor from the date of issue of N.I.T and the date of issue of work order. IV. Work order No. \_\_\_\_\_ dt. \_\_\_\_\_

In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions, execute and complete the contracted project works and such further detailed drawings as may be furnished to the contractor by the said Employer and described in the said Specifications and the said Schedule of Quantities.

3) Notwithstanding what are stated in the N.I.T conditions of Tendering, Conditions of Contract of herein stated before, the Employer reserves itself the right of altering the nature of the work and addition to or omitting any items of work or of having portions of same carried out through another agency or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

4) As mentioned above, the “said conditions” shall be read and be treated as forming part of this agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred. 5) Any dispute arising under this agreement shall be referred to the Arbitration in a manner specified in the General Conditions of the Contract and all legal disputes shall be limited within the territorial jurisdiction of the Hyderabad thereto. The decision of the arbitration shall be final and binding on both the parties.

6) The Vendor / Contractor shall promptly notify ESIC of any changes in the constitution of their firm. It shall be open to ESIC to terminate the agreement on the death, retirement, insanity or insolvency of any person/s is being director/s or partner/s in the said company / firm, or on the addition or introduction of a new partner without the previous approval in writing of ESIC. But in absence of and until its termination by ESIC as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partners. In case of retirement / death, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.

The Contractor agrees and hereby keeps the ESIC indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the ESIC may suffer or incur on account of any deficiency in Services rendered by The Contractor or breach of any obligations under this contract, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of the Contractor. The Contractor agrees to make good the loss suffered by the ESIC.

IN WITNESS WHEREOF THE PARTIES to their present have here under set and subscribed their hands, the day, month and year first above written. Signed and delivered for and on behalf of

Shri. \_\_\_\_\_ its duly authorized official, In the presence of – 1. (Name and Address) (Name and Address) Signed and delivered for and on behalf of the Contractor \_\_\_\_\_ by  
Shri \_\_\_\_\_ his duly authorized representative, in the presence of 1. (Name and Address) 2. (Name and Address)

**INTERGRITY PACT DOCUMENT**

(To be executed on plain paper and signed by the bidders as 2<sup>nd</sup> part before uploading as bid document. ESI-PGIMSR, ESIC Medical College & ESIC Hospital & ODC(EZ), Joka as 1<sup>st</sup> part will sign this IP at later stage after opening of bids)

**(PRE-CONTRACT INTEGRITY PACT)**

**General**

1. This pre bid-contract Agreement (here in after called the Integrity Pact) is made on.....the day of the month of .....year.....Between on one hand of Employees State Insurance Corporation(ESIC) under the administrative control of Ministry of Labour and Employment, Government of India acting through(here in after called the “BUYER” which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ , represented Chief Executive Officer (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the Second Part. WHEREAS the BUYER proposes to procure .....services(Name of Items to be procured) and the Bidder/Seller is willing to offer/has offered the stores/services.

2. Where as the Bidder is a private company/public company/partnership/proprietorship constituted in accordance with the relevant law in the matter and the Buyer is a performing its functions on behalf of India.

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, here in after referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

3.1 Enabling the Buyer to obtain the desired said stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

3.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices

and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

#### **Commitments of the Buyer**

4. The Buyer Commits itself to the following:-

4.1 The Buyer under takes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The Buyer will, during the pre-contract stage, treat all Bidders a like, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contractor for bearing to door having done any act in relation to the obtain in go re-execution of the Contractor any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contractor any other Contract with the Government.

6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorized governments sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment she has made, is committed to intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **8. Earnest Money Deposit/Security Deposit**

8.1. Every bidder, while submitting commercial bid, shall deposit an amount\* as specified in the Tender Document as Earnest Money/Security Deposit, with the buyer through any of the following instruments:-

ESIC Draft in favour of the "ESIC Fund A/C No. 1" Payable at Kolkata.

8.2. The Earnest Money/Security Deposit shall be valid till the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later.

8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

8.4 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

8.5 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/ Security Deposit for the period of its currency.

9. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

## **Sanctions for violation**

10.1. Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal

Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder.

However, the proceedings with the other Bidder(s) would continue.

(ii) The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

(iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest there on at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest there on at 2% higher than the LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance ESIC guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.

(vi) To cancel all or any other Contracts with the Bidder.

(vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.

(viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middle man or agent or broker with a view to securing the contract.

(ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include as spouse separated from the Government servant by a decree or order of a competent court; son or daughter or steps on or stepdaughter and wholly dependent upon Government servant, but does not include a child or stepchild who is no longer in any way dependent upon the



Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

**11. Fall Clause** The Bidder undertakes that he has not supplied/ is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

## **12. Examination of Books of Accounts**

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

## **13. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is that of the Buyer i.e. Kolkata.

## **14. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

15.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

15.2 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 intentions.

16. Both the parties signing this integrity pact shall be abided by the provisions of this pact and will follow the guidelines of independent external monitors or any other monitoring committee nominated by the competent authority for the purpose at any stage.

17. The Parties hereby sign this Integrity Pact on                      /20   .

## **ANNEXURE 7**

## PRICE BID (TO BE FILLED BY THE BIDDER)

*To be submitted in a separate sealed envelope – “Price Bid”*

**Name of Work:** *Supply, Installation, Testing and Commissioning of Electrical Protection and Indication Components at ESIC Medical College & Hospital, Joka*

Sl. No.	Product Description	Qty (Nos.)	Unit Rate (INR)	GST %	GST Amount (INR)	Total Amount (INR)
1.	Micom P111 Relay	6				
2.	12 Windows Annunciator	8				
3.	90–240 V AC/DC Hooter	1				
4.	200/5+5 CT	3				
5.	50/5+5 CT	3				
6.	Phase Barrier FRP Sheet	11				
7.	220V AC, 250W Space Heater	9				
8.	110V DC Closing Coil	4				
9.	110V DC Tripping Coil	4				
10.	220V AC/DC Spring Charging Motor	4				
11.	24–220V AC/DC Indication Lamp (R, Y, B, G, W, A)	12				
12.	33kV / 110V Potential Transformer (PT)	3				
	<b>Total (A)</b>					
	<b>Grand Total (A) in Words:</b>					

### Note to Bidder:

1. All rates must be quoted in Indian Rupees (INR) only.
2. The quoted rates shall be inclusive of all freight, insurance, packing, forwarding, loading-unloading, etc., but **inclusive of GST**, which shall be quoted separately.

3. GST shall be paid as applicable at the time of billing.
4. No hidden or extra charges shall be admissible.
5. Bidders must not leave any cell blank. If a particular item is not being quoted, mark it as "**Not Quoted**".
6. In case of discrepancy between the figure and words, the amount in words shall prevail.

## Technical Specifications for Electrical Protection & Indication Components

Sl. No.	Product Description	Technical Specification
1.	<b>Micom P111 Relay</b>	Numerical protection relay, Overcurrent and Earth Fault, 3-phase, auxiliary supply 24–220V AC/DC, RS485 port
2.	<b>12 Windows Annunciator</b>	12-window LED-based annunciator, 110V DC input, flush mounting, accept/reset/test/mute pushbuttons
3.	<b>90–240 V AC/DC Hooter</b>	Electronic hooter, dual voltage operation (90–240V AC/DC), wall/box mountable, minimum 90 dB sound level
4.	<b>200/5+5 CT</b>	Cast resin type current transformer, ratio 200/5+5A, accuracy class 1, burden 15 VA, suitable for 11kV system
5.	<b>50/5+5 CT</b>	Cast resin type CT, ratio 50/5+5A, accuracy class 1, burden 15 VA, for protection/metering application
6.	<b>Phase Barrier FRP Sheet</b>	Fire retardant FRP sheet, 3 mm thick, electrical insulating, cut-to-size, suitable for busbar chamber separation
7.	<b>220V AC, 250W Space Heater</b>	Cartridge-type space heater, 250W, 220V AC, with thermostat and connection lugs, anti-condensation type
8.	<b>110V DC Closing Coil</b>	Solenoid coil suitable for breaker operation, 110V DC rating, duty class S2, OEM certified
9.	<b>110V DC Tripping Coil</b>	Solenoid tripping coil, 110V DC operation, fast response, rugged enclosure
10.	<b>220V AC/DC Spring Charging Motor</b>	Motor suitable for spring charging mechanism in breakers, universal voltage 220V AC/DC, torque-rated
11.	<b>24–220V AC/DC Indication Lamp</b>	LED indication lamp, multi-color (Red, Yellow, Blue, Green, White, Amber), 22.5 mm mounting, 24–220V AC/DC input
12.	<b>33kV / 110V PT (Potential Transformer)</b>	Indoor dry type PT, primary voltage 33kV, secondary 110V, accuracy class 0.5, burden 100 VA, epoxy resin cast

### Additional General Notes:

- All components must conform to relevant **IS/IEC standards**.
- OEM datasheets and compliance certificates shall be enclosed with the bid.
- Bidder must ensure interoperability and compatibility with existing switchgear/panels.

- BIS-approved makes only shall be accepted (e.g., Schneider, Siemens, L&T, GE, ABB, etc., wherever applicable).
- Test certificates from NABL-accredited lab or OEM must be provided at delivery.

### Approved Make List for Electrical Components

Sl. No.	Item Description	Approved Makes (Indicative – subject to OEM equivalency & BIS compliance)
1.	Micom P111 Relay	Schneider Electric, GE, Siemens, ABB or equivalent
2.	12 Windows Annunciator	Rishabh, Seimens, Secure Meters, Multispan, L&T or equivalent
3.	90–240V AC/DC Hooter	Havells, Minilec, Esbee, Indotech, Vaishno or equivalent
4.	200/5+5 CT	Schneider Electric Kappa, MEHRU, AE, Precision, CTC, Instrument Transformers of India (ITI) or equivalent
5.	50/5+5 CT	Schneider Electric Kappa, MEHRU, AE, Precision, CTC, Instrument Transformers of India (ITI) or equivalent
6.	Phase Barrier FRP Sheet	Hylem, Superlite, K-Lite, Precision, Regaal Insulation or equivalent
7.	220V AC, 250W Space Heater	Vaishno, Minilec, Technic, Havells, Elmex, Thermopads or equivalent
8.	110V DC Closing Coil	ABB, L&T, Schneider, Crompton Greaves, GE or equivalent or equivalent
9.	110V DC Tripping Coil	ABB, L&T, Schneider, Crompton Greaves, GE or equivalent or equivalent
10.	220V AC/DC Spring Charging Motor	ABB, L&T, CGL, Siemens, GE or equivalent
11.	Indication Lamp (24–220V AC/DC)	Vaishno, Minilec, Siemens, Teknic, Esbee, Anchor, L&T or equivalent
12.	33kV / 110V Potential Transformer (PT)	Schneider Electric, MEHRU, CTC, Kappa, AE, CGL, Instrument Transformers India (ITI) or equivalent

#### Notes:

- The bidder must **specify the make** and submit **OEM authorization** for each item quoted.
- Any make other than listed above shall require **prior written approval** from ESIC and must comply with Indian/IEC standards.
- All electrical items must be **ISI marked or CE certified**, wherever applicable.
- The makes listed above are only indicative and must be supported by **original datasheets and type test reports**.

NOTE : The contractor shall use only above mentioned material or equivalent make to be approved by the Consultant. All other materials shall confirm to the specifications laid down. The tenderer shall take this into account while tendering rates / prices. The ESIC has got every right to select any of the above Makes for the Project. However the samples of every material including all fixing accessories shall be got approved by ESIC before



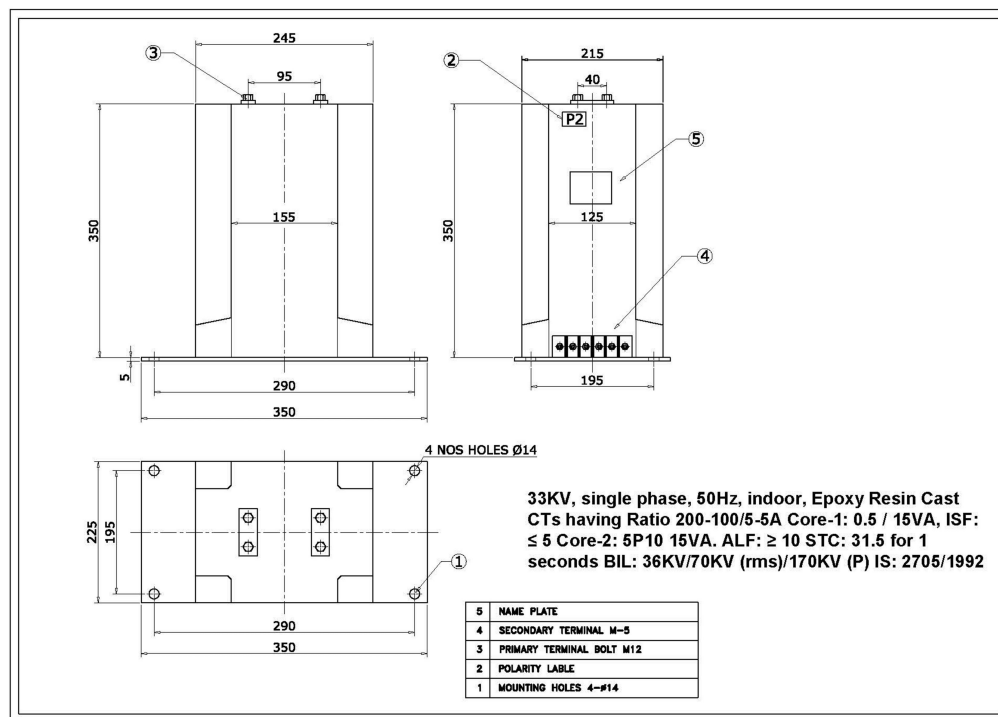
**TECHNICAL SPECIFICATION SHEET****(Resin Cast Indoor Current Transformer – 200-100/5+5A for 33kV System)**

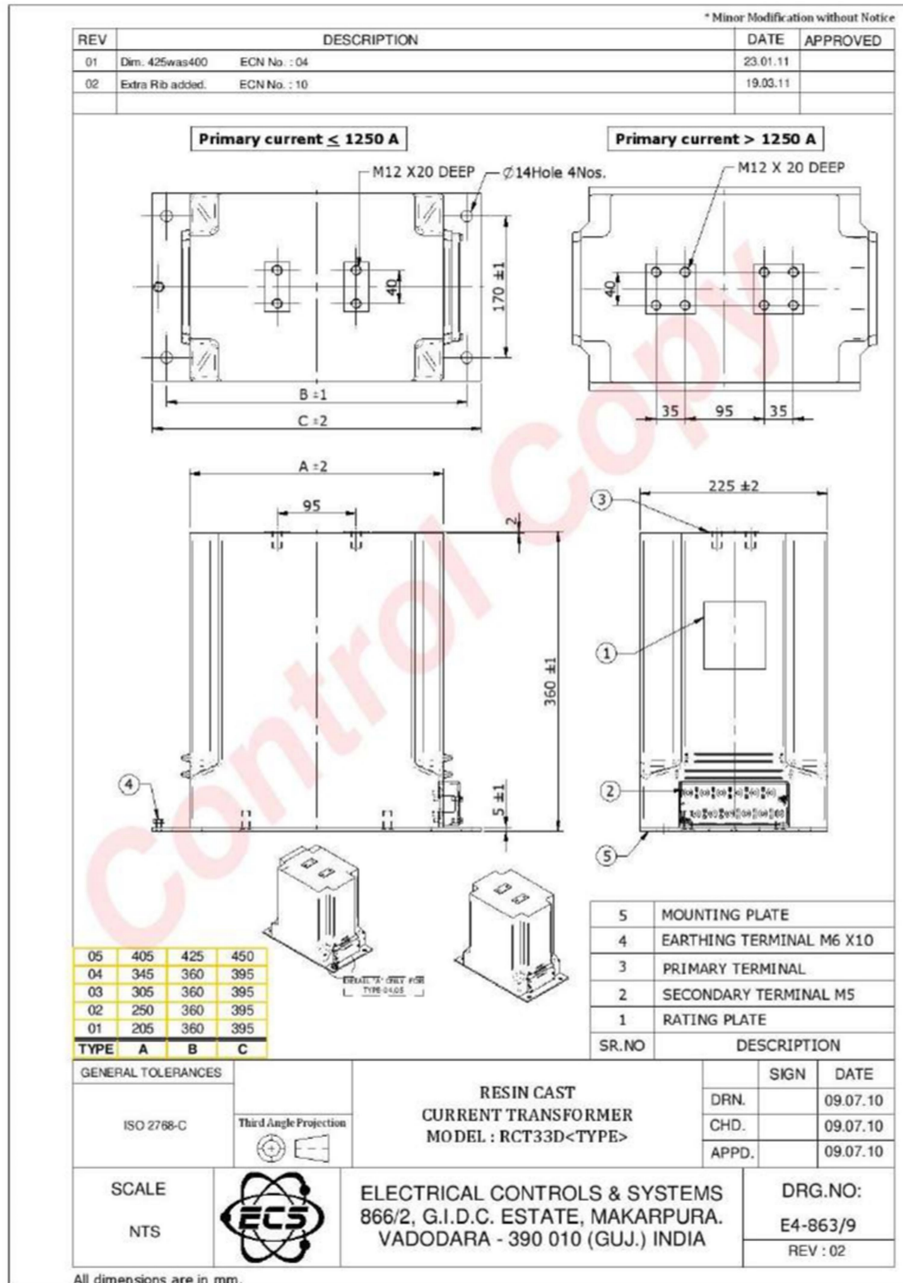
S. No.	Parameter	Specification
1	<b>Type</b>	Resin Cast Indoor Type Current Transformer
2	<b>System Voltage</b>	33 kV
3	<b>Insulation Class</b>	EHV / Class F / Class B (as per OEM standard)
4	<b>Rated Primary Current</b>	200 A-100A
5	<b>Rated Secondary Current</b>	5 A + 5 A
6	<b>Burden (Per Core)</b>	As per application (typically 15 VA or 30 VA – To be specified)
7	<b>Accuracy Class</b>	Core-1: 0.5 / 1.0 (Metering) Core-2: 5P10 / 5P20 (Protection)
8	<b>Short Time Current Withstand</b>	25 kA for 1 sec (Minimum)
9	<b>Thermal Limit Current</b>	1.2 times rated current for continuous operation
10	<b>Rated Insulation Level</b>	36 kV / 70 kV (rms for 1 min) / 170 kVp (Lightning Impulse)
11	<b>Mounting</b>	Indoor, Vertical / Horizontal on base frame
12	<b>Enclosure</b>	Epoxy Resin Cast, Dust Proof, Suitable for Indoor Panel Mounting
13	<b>Frequency</b>	50 Hz $\pm$ 5%
14	<b>Standards Applicable</b>	IS 2705 (Part 1–4), IEC 61869-2
15	<b>Terminal Marking</b>	As per IS:2705, Properly Embossed
16	<b>Polarity</b>	Clearly and Permanently Marked
17	<b>Accessories</b>	All necessary hardware, nameplate, terminal cover, instruction manual
18	<b>OEM Test Certificates</b>	Routine, Type, and Special test certificates to be submitted

S. No.	Parameter	Specification
19	Warranty	Minimum 12 months from commissioning or 18 months from supply date, whichever is earlier
20	Make	(To be filled by Bidder – Refer to approved makes list)

**Note:**

- CT shall be compatible with protection relay and metering system installed at ESIC, Joka.
- CT must be supplied with mounting clamps, base plate, and terminal connectors.
- Test certificates shall be provided for accuracy, dielectric, thermal & dynamic short circuit tests.





Resin Cast Current Transformer -  
MODEL : RCT33D04  
CTR : 50/5-5 A  
Core1 : CL 1, 15 VA, @50/5 A  
Core2 : CL 5P10, 15 VA, @50/5 A  
STR : 25KA/3 SEC, Frequency: 50 Hz  
BIL : 36/ 70/ 170 KV, Insulation Class: B  
Ref Std.: IS 2705  
Type : Wound  
Drg No. : E4-863/9 , Rev. : 02

Resin Cast Current Transformer -  
MODEL : RCT33D02  
CTR : 200/5-5 A  
Core1 : CL 1, 15 VA, @200/5 A  
Core2 : CL 5P10, 15 VA, @200/5 A  
STR : 25KA/3 SEC, Frequency: 50 Hz  
BIL : 36/ 70/ 170 KV, Insulation Class: B  
Ref Std.: IS 2705  
Type : Wound  
Drg No. : E4-863/9 , Rev. : 02

Resin Cast Current Transformer -  
MODEL : RCT33D02  
CTR : 100/5-5 A  
Core1 : CL 1, 15 VA, @100/5 A  
Core2 : CL 5P10, 15 VA, @100/5 A  
STR : 25KA/3 SEC, Frequency: 50 Hz  
BIL : 36/ 70/ 170 KV, Insulation Class: B  
Ref Std.: IS 2705  
Type : Wound  
Drg No. : E4-863/9 , Rev. : 02

**TECHNICAL SPECIFICATION SHEET****(Resin Cast Indoor Potential Transformer – 33kV System)**

S. No.	Parameter	Specification
1	Type	Resin Cast Indoor Type Potential Transformer
2	System Voltage	33 kV
3	Rated Primary Voltage	33,000 V
4	Rated Secondary Voltage	110 V (or $110\sqrt{3}/\sqrt{3}$ V in case of three-phase PTs)
5	Accuracy Class	0.5 / 1.0 (Metering) 3P (Protection)
6	Burden	50 VA (typical, specify as per application)
7	Frequency	50 Hz $\pm$ 5%
8	Insulation Level	36 kV / 70 kV (1 min power frequency) / 170 kVp (Lightning Impulse)
9	Short Time Power Withstand Voltage	70 kV rms for 1 minute
10	Lightning Impulse Withstand Voltage	170 kVp
11	Construction	Single Phase Resin Cast, Indoor Type
12	Mounting	Panel Mounted / Frame Mounted
13	Enclosure	Epoxy Resin Cast, Dustproof, Moisture-Proof
14	Cooling	Natural Air Cooled (AN)
15	Applicable Standards	IS: 3156 (Part I & II), IEC 61869-3

S. No.	Parameter	Specification
16	<b>Polarity Marking</b>	Clearly Embossed & Marked
17	<b>Terminal Box</b>	With Dust & Vermin Proof Cover
18	<b>Earth Terminal</b>	Provided with earthing studs as per standard
19	<b>Accessories</b>	Nameplate, test certificate, terminal connectors, instruction manual
20	<b>OEM Test Certificates</b>	Routine, Type, and Special test certificates must be submitted
21	<b>Warranty</b>	18 months from date of supply or 12 months from date of commissioning, whichever is earlier
22	<b>Approved Makes</b>	(To be filled by bidder; Refer to approved make list)

**Notes:**

- PTs shall be suitable for integration with protection relays and metering panels.
- Accuracy and burden ratings must be consistent with the metering/protection design of the 33kV switchgear.
- “As built” drawings and final test certificates must be submitted at the time of commissioning.

