

## Directorate of ESI (MB) Scheme, West Bengal

(Department of Labour, Government of West Bengal)

GB- 6, Sec-III, Saltlake City, Kolkata- 97

eTender documents for:

Selection of agency for operating the ten (10) bedded Intensive Care Unit (ICU)  
at ESI Hospital Bandel, Kamarhati, Budge Budge, Serampore and Asansol

on **Public Private Partnership (PPP) Model**

**2021\_LD\_356484\_1, 2, 3, 4 and 5**

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# Notice Inviting eTender

Notice Inviting eTender No. DESI/2'O'-673-2018/Pt./1632

Directorate of ESI (MB) Scheme, Department of Labour, Government of West Bengal

## 1. **Scope and Description of Work:**

The Director, ESI (MB) Scheme, W.B. Labour Department, Government of West Bengal, invites eTender for Selection of agency for operating the ten (10) bedded Intensive Care Unit (ICU) at ESI Hospital Bandel, Kamarhati, Budge Budge, Serampore and Asansol exclusively on **Public Private Partnership (PPP) Model**, where the prospective bidder has to undertake all the procedures to the patients referred by the ESI Hospital Manicktala/concerned ESI Hospital. Details list of scope of work are mentioned in Section – A, of the NIT.

The bidder, at its own responsibility and risk is encouraged to visit and examine the site of work and its surroundings to inspect/ have a complete idea of the set up including the infrastructural work done there and obtain all information that may be necessary for preparing the bid and entering into a contract for the work as mentioned in the Notice Inviting e-Tender, before submission of bid. The cost of visiting the site shall be at its own expense.

The Superintendent of the concerned ESI Hospitals will hand over the site to the selected bidder. As the projects are to be executed exclusively on **Public Private Partnership (PPP) Model**, the intending bidder must have to cover all the Services/procedures, partial bidding is not allowed and will lead to cancellation of bid.

## 2. **Eligibility Criteria for Participation in Tender:**

Intending bidder must be from healthcare industries having a place of business in any of the States of India with registered office in Kolkata/ West Bengal are eligible to participate in this tender. Bidders have to upload copies of the requisite documents as stated in clause no. 4 of this NIT.

The participating tenderer should be in the healthcare business for the last ten (10) calendar years. The prospective bidder must have its own operational base / centre having fifteen (15) bedded ICU in West Bengal.

Bidders who submit all the necessary documents as prescribed for inclusion in the technical bid without any ambiguity, errors etc and who submit the requisite cost of the tender document and also the EMD.

The Bidders must have an average annual turnover of 10 (Ten) crores for the last three completed financial years. The tenderer shall submit proof of the same (audited copy of accounts, balance sheet, annual report etc.)

Bidders must have to submit copy of IT returns filed for the last three years.

Bidders who have been blacklisted/ debarred by Tender Inviting Authority or blacklisted / debarred by any State Government or Central Government department /Organization /PSU should not participate in the tender during the period of blacklisting.

### **3. Cost of Tender and EMD:**

Bidders need not to pay any cost for participating in the tender.

**Earnest Money amounting Rs. 2,00,000/-** (Two lac) only to be deposited exclusively **online only** in favour of Director, ESI(MB) Scheme, W.B. A **scanned copy** of the same is to be uploaded in the **Statutory Cover (Folder) of Technical Proposal** as indicated in point no. 7.2.

The successful bidder has to furnish a performance bank guaranty as fixed by the tender inviting authority.

### **4. Submission of Tenders :**

Any bidder willing to participate in the process of eTender will have to be enrolled and registered with the Government eProcurement system; through logging on to <http://wbtenders.gov.in> using valid Digital Signature Certificate (DSC). Intending bidder may search and download tender documents by logging on the above noted website through DSC (This is the only mode to collect the tender document). Both Technical and Financial bid are to be submitted by using the DSC in the said website.

Both Technical and Financial bid are to be submitted **online only**. However, hard copy of the Technical bid has to be submitted at the office. Financial bid submitted through Offline mode/by hand **will not be entertained**. Submission of both the bid will be done as per **Time Schedule** given in clause no. 5.

The Financial Bid of the prospective bidder will be opened only if the Technical Bid of the bidder is found qualified by the Authority. The decision of the Authority shall be final and binding in the respect. The list of qualified Bidders will be displayed in the website.

#### **A. General Process of Submission:**

Bids are to be submitted online through DSC in the website stated earlier, in two folders, one should contain Technical proposal and the other Financial proposal within the prescribe date and time stated under clause no. 8. The documents to be uploaded shall be scanned for virus and digitally signed.

The documents will get encrypted (transformed into non-readable format) during upload.

#### **B. Technical Proposal:**

The Technical Proposal should contain self attested and scanned copies of the following documents in two covers (folders). Scanning of the photocopy of the documents is desirable to keep the size minimum of the uploaded file.

**Statutory Technical File Cover** should contain the following self attested scanned copy:

- i) Copy of the challan of submission of application money and EMD
- ii) Duly signed Application Form (Form 1)

- iii) Details of the bidder (Annexure-A)
- iv) Declaration by the bidder in the letter head pad (Annexure-B)
- v) Duly signed copy of the acceptance of Terms & Conditions (Annexure-C)
- vi) Checklist of documents to be submitted with technical proposal.

Only downloaded copies of the formats stated above may be used and uploaded, virus scanned and digitally signed by the bidder. Any tampering, if found, is subject to punishable offence as per prevailing IT Act and also lead to rejection of bid. The bidder may summarily be rejected, if any of the above stated item/items in the statutory cover is /are missing.

**Non Statutory Technical Cover** should contain self attested scanned copies of the following documents:

- i) PAN Card.
- ii) Valid up to date GST registration and clearance certificate.
- iii) Valid trade license/Certificate of enlistment of clinical establishment from appropriate authority.
- iv) IT return receipt/acknowledge for the last three assessment year 2017-18 to 2018-19, income tax clearance Certificate.
- v) P/L & Balance sheet and/ or Tax Audit Report of the last two preceding financial years.
- vi) Annual turnover of last three preceding financial years [within India]
- vii) Professional Tax deposit receipt challan for the assessment year 2018-19
- viii) Credential certificate showing services rendered during last five (5) years.
- ix) Details of establishment including name address and contact no. of the centre.

#### **C. FINANCIAL PROPOSAL**

The Financial Proposal should contain only BOQ i.e. Bill of Quantities in one cover (Folder). The bidder has to offer discount in percentage on the prevailing non- NABH CGHS rate against the consolidated charges on bed charges + doctors fee alongwith the procedures for patients admitted in ICUs. The discount rate has to be quoted online in the space earmarked for quoting rate in the BOQ before the prescribed date and time as indicated in the clause no. 8.

Only prescribed copies of BOQ are to be uploaded, virus scanned and digitally signed by the bidder.

#### **D. Penalty for suppression / distortion of facts:**

If any bidder fails to produce the original hard copies of the documents uploaded or any other document on demand of the Authority within a specified time limit, the bid may be rejected and suitable legal / administrative action will be taken. Any deviation is detected in the hard copies from the uploaded soft copies or any suppression of fact, the bidder is liable to be suspended from participating in the tender for a period to be decided by the Authority. Further, his user ID will be deactivated and EMD will be forfeited. Moreover, the Authority may take legal action as deemed fit against such defaulting bidder.

## **5. Date and Time schedule:**

Sl. No.	Particulars	Date & Time
1.	Uploading of NIT & other documents (Online) (Date of Publish)	17-12-2021
2.	Pre-bid meeting	21-12-2021 at 12.30 p.m.
3.	Bid submission start date (Online)	23-12-2021 from 11.30 a.m.
4.	Bid submission closing date (Online)	14-01-2022 upto 4 p.m.
5.	Physical submission of AMC/CMC schedule (Annexure – C)	17-01-2022 within 3.30 P.M.
6.	Bid opening date for technical proposal (Online)	18-01-2022 on 12.30 P.M.
7.	Opening of Financial Proposal (Online)	To be notified later

## **6. OPENING & EVALUATION OF TENDER:**

### **A. Opening of technical proposal**

This tender process has been designed to eliminate those firms that do not have the financial or technical capability to cater the facilities.

After scrutiny and evaluation of Technical proposal, list of eligible bidders for consideration in Financial bid will be uploaded in the web portal. While evaluation, the authority may ask from the bidders any clarification/ information/additional documents or original hard copy of any document already submitted, if not produced within time, the proposal will be rejected.

### **B. Opening and evaluation of Financial Proposal**

Financial proposal of the technically qualified bidders will be opened electronically from the website as stated earlier; the date will be notified later.

## **7. AWARD OF SELECTION:**

Bidder, amongst the technically qualified bidders who will offer highest discount, will be considered for award of selection, tender selection committee has every right to accept or reject bid proposal of any bidder.

## **8. SIGNING OF CONTRACT:**

The successful tender shall execute an agreement in the format as given under Annexure - Z for ensuring satisfactory service/support.

The successful tenderer shall submit bank guarantee in the format as per Annexure – W a performance security prescribed under Clause 3 of the NIT.

Promptly after notification of award, within ten days from the date of the letter of intent, the successful tenderer shall return the submit two copies of the contract (as per agreement Annexure - Z) with a duplicate copy, both on 100/- stamp paper purchased in

the name of the successful tenderer, duly signed and dated, to the Tender Inviting Authority by registered / speed post or in person.

Assignment:-The Successful tenderer shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.

Sub Contracts:- The Successful tenderer shall not sub contract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting Authority prior to the entering of the contract, shall not relieve the Successful tenderer from any of its liability or obligation under the terms and conditions of the contract.

Modification of contract:- If necessary, the Tender Inviting Authority may, by a written order given to the successful tenderer at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

Specifications/ parameters, drawings, designs etc. where services to be provided under the contract are to be specifically created for the Tender Inviting Authority,  
Incidental services to be provided by the successful tenderer

In the event of any such modification/alteration causing increase or decrease in the cost of services to be provided or in the time required by the successful tenderer to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be and the contract amended accordingly.

If the successful tenderer doesn't agree to the adjustment made by the Tender Inviting Authority/User Institutions, the successful tenderer shall convey its views to the Tender Inviting Authority/user institutions within ten days from the date of the successful tenderer's receipt of the Tender Inviting Authority's/User Institution's amendment / modification of terms of the contract.

#### **9. PENALTIES FOR NON-PERFORMANCE:**

The penalties to be imposed, at any stage, under this tender are; imposition of liquidated damages,

- a. forfeiture of EMD/performance security
- b. termination of the contract
- c. blacklisting/debarring of the tenderer
- d. Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of tenders in the first round itself and/or may lead to forfeiture of EMD or performance security as well as result in black listing/debarring of the tenderer.
- e. The penalties to be imposed on the tenderer, at any stage, will be decided on the basis of the violations of number of tender conditions specifically mentioned in the tender document as that leading to forfeiture or EMD/ Performance Security or leading to black-listing/ debarring .

f. Any unexcused delay by the successful tenderer in maintaining its contractual obligations towards delivery of goods and performance of services shall render the successful tenderer liable to any or all of the following points:

i. Liquidated damages:- If the successful tenderer fails to deliver any or all of the goods or fails to perform the services within the time frame(s) prescribed in the contract, the Tender Inviting Authority/User Institution shall, without prejudice to other rights and remedies available to the Tender Inviting Authority/User Institution under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% of the equipment to be supplied per fortnight of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 15% of the contract price. Once the delivery period is exceeded, Tender Inviting Authority/User Institution may consider termination of the contract. During the above-mentioned delayed period of supply and / or performance, the conditions incorporated shall also apply and Tender Inviting Authority shall seek alternate measures at the risk and cost of the successful tenderers.

ii. The penalties imposed by the Tender Inviting Authority will be published on the website of the Tender Inviting Authority for a period as decided as appropriate by it with a view to prevent other government institutions from procurement of equipments from such tenderers.

iii. The decision to impose penalties and finally to black list the defaulting firm will be final and shall be binding on all tenderers participating in this tender. However there will be provision for appeal before the government against the decisions of the Tender Inviting Authority.

#### **10. AMENDMENT OF TENDER DOCUMENT:**

Amendments if any, subsequent to pre-bid meeting shall be issued in the web portal at the earliest.

#### **11. BIDDERS RESPONSIBILITY:**

It is expected that the bidder should be thoroughly familiar with all specification and requirements of this NIT. In addition the bidder must go through the terms & Condition of the bid uploaded in the tender portal. Any failure or omission in the submission of the bid documents may lead to cancellation of the bid.

E-Mail: [dir-esic.wb@esic.in](mailto:dir-esic.wb@esic.in)  
Phone+ Fax: (033) 2355 6385

Sd/-  
DIRECTOR  
ESI (MB) Scheme, W.B.  
Labour Deptt., Govt. of West Bengal



## Scope of Work:

### Manpower:

The prospective bidder must have to deploy the following personnel (Detail candidature to be provided):

Sl. No.	Name of the personnel	No. of personnel To be deployed
1.	Medicine Specialist (M.D. in general medicine / DNB in critical care with the experience of managing critical care unit	Visit daily
2.	R.M.O. with minimum degree of M.B.B.S with necessary exposure in the critical care unit	1 no. (round the clock)
3.	Critical care Technician	2 nos. per shift
4.	Nurse (GNM essential)	2 nos. per shift round the clock
5.	General Duty Attendant	3 nos. per shift round the clock
6.	Maintenance person	1 no. for running the unit

Moreover, the bidder has to deploy manpower for reception and back office and maintenance of general housekeeping of the unit.

### Other Important Information

- The agency has to undertake all the procedures need for the management of the patients. However, cost of implants wherever required in the procedures will be paid as per Non-NABH CGHS norms. The medicine must have to be prescribed in **generic name only**, price for the same must have to tally with the rate provided in 'National Pharmaceutical Pricing Authority' (NPPA).
- The beds of ICU may be used for the IPs admitted in the said ESI Hospitals with due recommendation of the Superintendent or representative of him of the concerned ESI Hospitals. Billing for the those patients will be made as per prevailing non- NABH CGHS norms where discount will be applicable for the amount of (Bed Charges + Doctor's fee) and other items will be as per non-NABH CGHS norms.
- The validity of the tender is for One (1) year, which may be extended under special circumstances at the discretion of the Director, ESI (MB) Scheme, W.B.
- Any Medico-legal cases/complains will be faced/taken care by the selected bidder.
- The tender inviting authority will undertake AMC/CMC of the equipment of the unit; however, regular vigilance will be undertaken to the unit by the representative of the tender inviting authority. The bidder has to compensate / pay, if any equipment/ item of the unit got damaged due to negligence or improper handling by the personnel deployed by the selected bidder.

**Annexure – A**

**(Detail of the Bidder)**

Detail of the Company

Name of the Company:

Address of the Headquarters and its branch office head in the State, if any:

Date of Incorporation/ Commencement of business:

1. Detail of individual(s) who will serve as the point of contact/ communication:

Name:

Designation:

Company:

Address:

Telephone No.

E-Mail Address:

Fax No.:

2. Particulars of the Authorised Signatories of the bidder:

Name:

Designation:

Company:

Address:

Telephone No.

E-Mail Address:

Fax No.:

Date:

Full Signature:

In the capacity of [Position]:

Duly authorised to sign this bid for and on behalf of

\_\_\_\_\_ [Name of the Bidder]

## Annexure – B

### (Declaration by the Bidder)

From:

Date:

Name of the Bidder:

Address of the Bidder:

To  
The Director  
ESI (MB) Scheme, W.B.  
GB-6, Saltlake City,  
Kolkata-97

Sub: Technical Bid for operating ICUs under PPP model at ESI Hospital Bandel, Budge Budge Kamarhati, Asansol and Serampore

Sir,

I/We, \_\_\_\_\_ (insert Name)  
designated as \_\_\_\_\_ (insert Title) at \_\_\_\_\_  
\_\_\_\_\_ (insert location) of \_\_\_\_\_

\_\_\_\_\_ (insert name of the bidder) and being authorised signatory/signatories of the bidder, do hereby declare and undertake that I/We have read the tender documents for award of contract (s) for providing the services for ESI Hospitals mentioned above.

With reference to the tender documents no.

a) I/We,

\_\_\_\_\_ on behalf of \_\_\_\_\_

\_\_\_\_\_ (insert the name of the bidder) wish to  
submit our technical bid for the award of contract (s) for the above stated services.

Our details have been set out in Annexure – A to this tender.

We hereby submit our technical bid, which is unconditional and yet to evaluate. We have examined the tender documents issued by the Director, ESI (MB) Scheme under Labour Department.

1. I/We, acknowledge that the Director, ESI (MB) Scheme, W.B. or any other person(s) nominated by him will consider the information provided in the technical bid and documents accompanying such technical bid for selection of the eligible bidder towards evaluation of Financial bid and I/We certify that all information furnished in the technical bid is true and correct, nothing has been omitted which will mislead information and documents accompanying such technical bid are true copies of their respective originals.
2. We shall furnish to the Director, ESI (MB) Scheme, W.B., any clarification that it may find necessary or require to supply or authenticate the Technical Bid as well as the Financial Bid.
3. We acknowledge the right of the Director, ESI(MB) Scheme, W.B., to accept or reject our technical bid without assigning any reason and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same in any court or any other authority on any account whatsoever.
4. We undertake that:

- a) We satisfy the qualification criteria and meet all the requirements as specified in the tender documents.
- b) We agree and release the Director, ESI (MB) Scheme, W.B. and their employee, agent and advisors, irrevocably, unconditionally, fully and finally from any and all liabilities for claim, losses, damages, costs, expenses, liabilities in any way related to or arising from the tender documents and /or in connection with the bidding process, to the fullest extent permitted by the applicable law and waive any and all rights/claims. I/we may have in this respect, whether actual or contingent, whether present or in future.
5. I/We represent and warrant that:
- a) We have examined and have no reservation to the tender documents, including all Addendum issued by the Director, ESI (MB) Scheme, W.B.
- i) I/We am/are authorized representative of the reputed company namely \_\_\_\_\_ for the instant tender with the bidding process itself.
- b) I/We will not undertake any canvassing or influence or try to influence in any manner, towards the process of the selection in the tender.
- c) The tender documents and other information, provided by the Director, ESI (MB) Scheme, W.B. to us shall remain the property of the Directorate of ESI (MB) Scheme, W.B. that will solely be used for the purpose of preparation and submission of this bid in accordance with the tender terms & conditions as laid down in the tender documents. We shall treat the information as strictly confidential and shall not use in any purpose other than preparation and submission of this bid.
- d) Any inadequacy, lack of completeness or incorrectness of information provided in the tender documents or ignorance of any matter related thereto shall not be a basis for any claim for compensation, damages, relief for non performance of its obligation or loss of profit/revenue from the Director, ESI (MB) Scheme, W.B. or a ground for termination of contract.
6. We undertake that if there is any change in fact or circumstance during bidding process, we shall inform the same to Director, ESI (MB) Scheme, W.B. immediately.
7. We are submitting this Annexure-‘B’ alongwith the documents stated in the list Annexure-‘G’ (Checklist). We hereby waive any right or remedy which we may have any stage at law or whosoever arising to challenge the criteria for evaluation of the Technical Bid or question any decision in connection with the evaluation of the technical bid.
8. We agree to undertake to abide by all the terms & conditions of the tender including all Addendum and Annexure.
9. This bidding process, the tender documents and the bid shall be governed by and construed in all respect according to the prevailing law in India.

In witness thereof, we submit this letter accompanying the technical bid and in accordance with the terms of the tender documents.

Date:

Full Signature:

In the capacity of [Designation]:

Duly authorized to sign this bid for and on behalf of \_\_\_\_\_  
\_\_\_\_\_ (Name of the bidder)

## Terms & Conditions

1. Rate schedule in prescribed BOQ format, shall contain

Percentage of discount offered by the bidders on the prevailing CGHS (Non-NABH) rate which will include Composite price (INR) inclusive of all taxes, charges and all disposables, consumables, reagents, chemical and other required items for the procedures in ICUs at the concerned ESI Hospitals.

2. The quoted services/ procedures by the bidder must satisfy the required technical criteria provided in the scope of work of the tender paper marked as Section - A. Bidder has to upload the duly signed Section – A along with the other requisite tender document.
3. Service engineers must be available within West Bengal.
4. The validity of the tender is for one (1) years, which may be extended under special circumstances at the discretion of the Director, ESI (MB) Scheme, W.B.
5. In the event of any question, disputes differences arising out of this terms and conditions, the bidder will have to accept the decision of the director who will be the soul arbitrator to settle any disputes in this regard, what so ever.
6. Tender selection committee has every right to accept or reject the bid proposal of any bidder.

I/We hereby accept all the clauses of the above terms & conditions and also understand that in the event of failure to abide by any terms & conditions, the Director, ESI (MB) Scheme, W.B. has every right to take penal measure including cancellation of tender, forfeiture of EMD, even to the extent of barring me/us for future participation in any tender invited by the Director, ESI (MB) Scheme, W.B. or initiate action as per rules.

Date:

Full Signature:

In the capacity of [Designation]:

Duly authorized to sign this bid for and on behalf of \_\_\_\_\_  
\_\_\_\_\_ (Name of the bidder)

## Annexure – G

### Checklist of documents submitted with the Technical Bid

Sl. No.	Documents [Duly signed by the Authorized Person]	Cover	Submitted [yes/no]
1.	Application /Tender form in Letter Head Pad [Form-1]	Statutory	
2.	Annexure- A [detail of the bidder]	Statutory	
3.	Annexure – B [Declaration by the bidder]	Statutory	
4.	Annexure – C [Acceptance of Terms & Conditions]	Statutory	
5.	Self attested copies of: <ul style="list-style-type: none"> <li>a) PAN Card</li> <li>b) Valid up to date GST registration and clearance certificate.</li> <li>c) Valid trade license/Certificate of enlistment of trade from appropriate authority</li> <li>d) IT return receipt/acknowledge for the assessment year 2018-19, 2019-20 and 2020-21 alongwith income tax clearance certificate</li> <li>e) P/L &amp; Balance sheet and/ or Tax Audit Report of the last three preceding years.</li> <li>f) Annual turnover of last three preceding financial years [within India]</li> <li>g) Professional Tax deposit receipt challan for the last assessment year</li> <li>h) Credential certificate showing providing of services with money value of that during last five (5) years.</li> <li>i) Description of the service provided.</li> <li>j) Details of establishment including name address and contact no. of the centre.</li> </ul>	Non Statutory	

Date:

Full Signature:

In the capacity of [Designation]:

Duly authorized to sign this bid for and on behalf of \_\_\_\_\_  
 \_\_\_\_\_ (Name of the bidder)

FORM – 1  
**APPLICATION FORM**

To  
The Director  
ESI (MB) Scheme, W.B.  
P 233 CIT Scheme VII M  
Bagmari Road, Kolkata-54

Sub: Technical Bid for operating ICUs under PPP model at ESI Hospital Bandel, Budge Budge Kamarhati,  
Asansol and Serampore

Sir,

With reference to the NIT referred above, having examined the Statutory, Non-statutory and NIT documents, I/We hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me/us for \_\_\_\_\_ (name of the company) in the capacity of \_\_\_\_\_ (designation) to submit the requisite documents as per referred NIT.

The necessary evidence admissible by law in respect of authorized assigned to us on behalf of the company for application and completion of the tender document.

I/We understand that:

- a) Tender inviting and accepting authority i.e. Director, ESI (MB) Scheme, W.B. can amend the scope and value of the tender bid under this NIT
- b) Tender inviting and accepting authority i.e. Director, ESI (MB) Scheme, W.B. reserve the right to reject any application without assigning any reason.

Enclo: e-Filling of

1. Statutory Documents
2. Non Statutory Documents

Date:

Full Signature:

In the capacity of [Designation]:

Duly authorized to sign this bid for and on behalf of \_\_\_\_\_  
\_\_\_\_\_ (Name of the bidder)

### AGREEMENT

THIS AGREEMENT made the..... Day of ..... 20..... Between ..... (Name and Address of Tender inviting authority) represented by the Director, ESI (MB) Scheme, W.B. .... (Hereinafter “the Tender inviting authority”) of one part and ..... (Name and Address of company) ..... (Hereinafter “the company”) represented by ..... (Name of the Authorized Signatory and Designation), Aged ..... years, residing at ..... (Full Residential Address of the Signatory) of the other part:

WHEREAS the Tender inviting authority has invited tenders for the providing of ..... (brief description services vide tender no .....dated .....The company has submitted technical and price bids as contained in the tender document. The Tender inviting authority has finalized the tender in favour of the Company for the for the supply of the said goods and services for a total cost of Rs. .... (Contract Price in Words and Figures) (hereinafter “the Contract Price”) and issued Letter of Intent / Supply Order No. .... Dated .....

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the tender document referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
  - a. all the documents submitted by the tenderer as part of technical bid and price bid;
  - b. the Schedule of Requirements;
  - c. the Technical Specifications and other quality parameters;
  - d. the clarifications and amendments issued / received as part of the tender document
  - e. the General Conditions of Contract;
  - f. the Specific Conditions of Contract; and
  - g. the Tender Inviting Authority’s Letter of Intent
3. In consideration of the payments to be made by the Tender Inviting Authority to the Company as hereinafter mentioned, the Company hereby covenants with the Tender Inviting Authority to supply, install and commission the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Tender Inviting Authority hereby covenants to pay the Company in consideration of the provision of Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



The site is received from the Tender Inviting Authority\_\_\_\_\_ on \_\_\_\_\_, the whole work will be completed and the site will be handover to the Tender Inviting Authority within the time specified in the clause 1 of the NIT.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said ..... (For the Tender Inviting Authority) in the presence of ..... Signed, Sealed and Delivered by the said ..... (For the Company) (Signature, Name, Designation and Address with Office seal) in the presence of .....

1. (Signature, Name and Address of witness)
2. (Signature, Name and Address of witness)

BANK GUARANTEE FORM

To  
The Director  
Directorate of ESI (MB) Scheme, W.B.  
GB-6, saltlake City, Sec-III  
Kolkkata - 97

WHEREAS \_\_\_\_\_ (Name and address of the Service provider) (Hereinafter called "the Service provider") has undertaken, in pursuance of Tender / Contract no \_\_\_\_\_ dated \_\_\_\_\_ (herein after called "the contract") to The Director, ESI (MB) Scheme, W.B. with ..... (description of tender). AND WHEREAS it has been stipulated by you in the said contract that the Service provider shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Service provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Service provider, up to a total amount of \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service provider before presenting us with the demand.

We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the Service provider(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

We agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

No action, event, or condition that by any applicable law should operate to discharge us from liability, hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and except as stated herein, unconditional in all respects.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Service provider(s).

We, \_\_\_\_\_ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of The Director, ESI (MB) Scheme, W.B.

This Guarantee will remain in force up to (Date). Unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of (Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by us or not.

(Signature with date of the authorised officer of the Bank)

.....

Name and designation of the officer .....

Seal, name & address of the Bank and address of the Branch