



क. रा. बी. नि.
ESIC

कर्मचारी राज्य बीमा निगम

Employees' State Insurance Corporation
उप क्षेत्रीय कार्यालय Sub Regional Office

689-690, पंचदीप भवन, बिबवेवाडी, पुणे-411037

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No.33-D/15/12/Gen.Br./Forms/2016-17

Date : 08/03/2017

NOTICE INVITING FOR E-TENDER

E-tenders for the supply of “**Printed Forms & Registers**” (As per requirement given below) are invited from the Manufacturers / Authorized Distributors / Suppliers / Printers in two bid system through “e” procurement solution, as per the guidelines and terms & conditions given in tender document. Tender documents are available on line from 14/03/2017 at <https://esictenders.eproc.in>. The approximate value of annual procurement is Rs. 7,50,000/-. Bidders have to deposit the Earnest Money Deposit (EMD) of Rs.15,000/- in the form of Demand Draft drawn in favour of “ESIC Fund A/c No.1” payable at Pune.

The interested tenderers should upload their technical & financial bids along with scanned copies of all relevant certificates, documents, etc., duly signed - on the e-tender portal <https://esictenders.eproc.in>. latest by 17/04/2017 up to 04.00 PM. Technical Bids will be opened on-line on 18/04/2017 at 11.00 A.M.

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

DIRECTOR
ESIC,SRO PUNE

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1. 1) Definitions:-

- (i) " The purchaser" means the ESIC Sub Regional Office, Pune
- (ii) "The bidder" means the individual or firm who participates in this tender and submits bid.
- (iii) "The supplier" means individual or firm supplying the goods under the contract.
- (iv) "The contract price" means the price payable to the supplier under the purchase order for the full and proper performance of its contractual obligation.

INSTRUCTION TO THE BIDDERS

2. Payment Related Instructions for Bidders

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

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

Bidder needs to submit Bid Processing Fee charges of Rs. 2495/- (non-refundable) in the form of Demand Draft from any scheduled bank, in favour of M/s. C1 India Pvt. Ltd. payable at New Delhi for participating in the Tender.

Along with the Demand Draft, Bidder needs to send a covering Letter mentioning about the Payment Details, Company Name, Address, Payment towards ESIC Bid Processing Fees (Mention the Tender ID and Tender Title).

The payment should reach at the below mentioned address, one day before the due date and time of Bid Submission:

Kind Attn. Mr. Mohit Chauhan
C1 India Pvt. Ltd.
301, Gulf Petro Chem Building, 1st Floor,
Udyog Vihar, Phase - 2,
Gurgaon, Haryana - 122015

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

Employees' State Insurance Corporation
e-Procurement Portal
HELPDESK NUMBERS ARE OPEN BETWEEN 0930 HRS to 1800 HRS IST
MONDAY TO FRIDAY (Exclusions: HOLIDAYS)
Please email your issues at esichelpdesk@c1india.com.
before you call helpdesk.
This will help us serving you better.
Contact Nos. and email IDs of helpdesk officers :

Name	Email	Phone Numbers
1. Mr. Elavarasan Raghunathan	elavarasan.raghunathan@c1india.com	+91-022 66865600/10/11/ +91-8655995550
2. Ms. Anjali Thombare	anjali.thombare@c1india.com	+91-022-66865600/10/11
3. Mr. Ashish Kumar	ashish.kumar@c1india.com	+91-0124-4302034/ +91-9971556555
4. Mr. Vijay Kalra	vijay.kalra@c1india.com	+91-0124-4302034/ +91-9711770455
5. Mr. Sourav Gautam	saurav.gautam@c1india.com	+91-124-4302037/ +91-9911874555
6. Mr. Parth Ghosh	partha.ghosh@c1india.com	+91-8811093299
7. Mr. Mohit Chauhan (For Payment Related Queries)	mohit.chauhan@c1indian.com	+91-124-4302033

FOR ESCALATIONS CONTACT

Name	Email
1. Mr. Ashish Goel	ashish.goel@c1india.com
2. Mr. Achal Garg	achal.garg@c1india.com
3. Mr. Nimesh Bhardwaj	nimesh.bhardwaj@c1india.com

2.1 The bidder(s) is/are expected to examine all instructions, forms and terms & conditions contained in the bid document. Failure to furnish all information, required as per the bid document or submission of bid not substantially responsive to the bid documents in every respect will be at the bidders' risk and may result in rejection of the bid.

3. Minimum Eligibility of the bidders

- a) The bidder should have minimum three year experience in the work of similar nature as on 31/03/16.
- b) The Bidder should have successfully undertaken / completed either the following work in the last 3 (three) years;
 - I) One similar work of value not less than Rupees 6,00,000/-.
(Equal to 80% of the value of work to be executed)
OR
 - II) Two similar work of value not less than Rupees 3,75,000/-.
(Equal to 50% of the value of work to be executed)
OR
 - III) Three similar work of value not less than Rupees 3,00,000/-.
(Equal to 40% of the value of work to be executed)
- c) The Bidder must have following licenses/Registration(s) & copies of the same may be attached with the proforma Annexure-II (Technical bid).
 - I. Registration under Mumbai Shop & Establishment Act.
 - II. Registration under LBT Act, if applicable.
 - III. Registration under Vat Act.
 - IV. Pan Card.
- d).Bidder must submit scanned copies of Orders executed in support of Point No.
(b) (I to III) above, as the case may be .

4. Documents/Certificates to be uploaded.

The bidders are required to submit on line Technical Bid and Financial Bid attaching therewith scanned copies of following documents (Documents in original should be produced for verification before signing of the agreement) failing which their bids will be summarily rejected and will not be considered any further:

- a) Registration Certificate as per existing norms (indicating legal status - Company/Partnership firm/proprietorship concern, etc.,)
 - b) Copy of CST/VAT/TIN Registration Certificates
 - c) Copy of PAN Card
 - d) Copies of Income Tax Return filed for last three financial years
 - e) Proof of experience in supplying to Government Departments /PSUs/Reputed Companies (copies of two purchase orders received during each of the last Three years should be enclosed).
 - f) Scanned copies of Orders executed in support of Point No.
3 (b) (I to III) above, as the case may be .
 - e) Declaration in the prescribed form in **Annuxure-1**.
5. The ESIC Sub Regional Office, Pune reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any or all the tenders in whole or in part without giving any notice or assigning any reason. Further Addendum/Corrigendum if any will be uploaded onto website of ESIC only. The decision of ESIC, in this regard, shall be final and binding on all.

6. Rejection of incomplete and conditional tenders

The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will be treated as disqualification.

7. Non transferability

This tender is nontransferable.

8. Details of Rate Contract with DGS&D

The bidders shall also inform whether any of "Printed Forms & Registers" which the firm is quoting rates is/are covered under Rate Contract with DGS&D. In case, the item is covered, the details as to the price, validity period, etc., may be furnished.

9. Preparation of Bids

i. Language of Bid

The bid prepared by the bidders and all correspondence and documents relating to the bid exchanged by the bidder with the purchaser shall be written in English only.

ii. Documents comprising the bid

The bids prepared by the bidder shall comprise of (i) technical bid and (ii) the financial bid. All the information/documents sought should be provided with the on line technical bid. The financial bid shall specify the rates/prices in the format shown in the financial bid/price schedule.

N.B. All the documents attached with the bid must be legible and self-attested

10. Bid Price

10.1. The rates/prices should be quoted in Indian Rupees only in words as well as figures.

10.2 Rates/Prices should be valid for one year from the date of signing of the agreement. Rates/Prices should remain fixed during the entire period of the contract i.e., one year and shall not be subject to variation on any account. However, in case of decrease in prices, the benefit shall be passed on to the Purchaser. No claim for compensation or loss due to fluctuations or any other reasons/causes will be entertained. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

10.3. Prices should be quoted FoD (Free delivery at ESIC Sub Regional Office, Pune).

11. Bid Security/Earnest Money Deposit (EMD)

11.1. EMD of Rs.15,000/- in the form of Banker's Cheque/Demand draft from any scheduled Bank drawn in favour of "ESIC Fund A/c No.1" shall be dropped in the tender box placed at ESIC Sub Regional Office on or before /03/2017 at 4.00 PM.

11.2 EMD shall remain valid for a period of 45 days beyond the final validity period of bids (120days)

11.3. A bid received with Bid Security (EMD) not submitted in the manner prescribed will be rejected and returned to the bidder.

11.4. EMD for lesser amount/EMD not submitted in the manner prescribed will be rejected and returned to the bidder.

11.5. The submission of EMD is compulsory for all the Bidders.

11.6. The bid EMD of the unsuccessful bidder will be discharged / returned to them within 30 days after finalization and award of the contract without any interest.

11.7. The bid EMD may be forfeited:

- a) If a bidder withdraws his bid during period of bid validity specified in the bid document
- b) In the case of successful bidder, if the bidder fails to:
 - i. Sign the contract
 - ii. Furnish the Performance Security within the specified time in the document.

12. Period of validity of bids

The bid shall remain valid and open for acceptance for a period of 120 days from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.

13. Deadline for submission of Bids

13.1. Bids must be submitted online on or before the prescribed date and time i.e., on or before /03/2017 by 4.00 PM.

13.2. No bids will be received /accepted after the expiry of the prescribed date and time for submission of the bids.

13.3. The Director, Sub Regional Office, Pune, may, at his discretion, extend the deadline for submission of bids through the issuance of an amendment for the reasons mentioned therein in which case all rights and obligations of the purchaser and bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.

13.4 The responsibility for submission of the bids in time would rest with the bidder.

14. Bid Opening and Evaluation

14.1. Tender committee shall examine/evaluate the technical bids to determine whether they (i) fulfill the eligibility criteria, (ii) submitted the requisite documents (iii) meet the terms and conditions specified, (iv) complied with all the instructions contained therein, etc. For the purpose of this clause a substantially responsive bid is one which conforms to all the terms and conditions of the bid document without material deviation.

14.2. The on line financial bids of technically qualified bidders only will be recommended for opening and consideration.

14.3. Purchaser shall evaluate the on line technical bids to determine whether they are complete, whether documents have been furnished, properly signed and whether the bids are generally in order.

14.4. Prior to financial evaluation, the purchaser will determine the substantial responsiveness of each bid to the bid document. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bid documents without any deviation or reservation. The determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

14.5. A bid determined as substantially non responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non conformity.

14.6. The purchaser shall shortlist those who are eligible and filed substantially responsive technical bids for opening of financial bid. The financial bids of unsuccessful bidders would not be opened.

14.7. The purchaser may waive any minor infirmity or non conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

15. **Award of contract**

Award criteria

The contract shall be awarded with the approval of the competent authority to the bidder/bidders whose bid has/have been determined to be eligible and to be substantially responsive to the bid documents and who has/have offered the lowest rate for one or more category of items for which bids are called provided further that the bidder has the capability and resources effectively to carry out the contract works. In other words contract shall be awarded to the bidder for those category/categories only for which bidder has quoted the lowest rates.

16. Right to accept/reject any or all Bids ESIC, Director, Pune reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the said action.

17. **Samples of the items need for undertaking**

Bidders are requested to examine "Printed Forms & Registers" in respect of which examination of the samples is required before quoting the rates.

**SUPPLY OF "PRINTED FORMS & REGISTERS" TO ESIC SUB REGIONAL OFFICE,
PUNE ON RATE CONTRACT BASIS**

TERMS AND CONDITIONS OF THE TENDER

1. Application

The general conditions shall apply in contracts made by the Purchaser for the procurement of Goods.

2. Standards

2.1. The goods supplied under this contract shall conform to the standards prescribed specifications mentioned there against the goods in the financial bid

2.2. The bidder should furnish the full specification of the goods such as weight, dimensions, unit, length, colour/shade, make /brand etc., offered in the tender. No change shall be permitted after opening of bids.

3. Performance Security Deposit

3.1. PSD @ 5% of lowest bid value for each category will have to be made within 7 days of receipt of the communication of the selection of the bid.

3.2. PSD shall be in the form of Banker's Cheque /Demand Draft from a scheduled Bank drawn in favour of "ESIC Fund Account No.1" payable at Pune.

3.3. The PSD should remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the supplier including warranty/guarantee obligation, if any. EMD will be refunded to the successful bidder on receipt of performance security.

3.4. PSD can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.

4. Liquidated damages

Should the supplier fail to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 2% of the value of the delayed supply with reference to the delivery date given in the Purchase Order up to 7 days and thereafter at the rate of five percent (5%) of the value of the delayed supply for each week of delay or part thereof subject to maximum of 10%.

5. Force Majeure

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war of hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality

is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall due to such an event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part any obligation under this contract is prevented or delayed by reason of any such event for a period of 60 days, either party may, at its option, terminate contract.

6. Termination for Default

6.1. The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part, if

- a) The supplier fails to deliver any or all the goods/items within the time period(s) specified in the P.O., or any extension thereof granted by the purchaser.
- b) Supplier fails to perform any other obligation(s) under the contract: and
- c) Supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

6.2. In the event the purchaser terminates the contract in whole or in part pursuant to Para 6.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

7. Termination of Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the supplier, without compensation to the supplier if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

8. Set Off

Any sum of money due and payable to the supplier (including Performance Security Deposit refundable to him) under this contract may be appropriated by the Purchaser or the ESIC, SRO, Pune or any other person(s) contracting through the Purchaser and set off the same against any claim of the purchaser or ESIC or such other persons or person (s) for payment of sum of money arising out to this contract or under any other contract made by the supplier with the Purchaser or ESIC or such an other person(s) contracting through the ESIC.

9. **Settlement of disputes**

All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Director, ESIC Sub Regional Office, Pune or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

10. **Mode of payment**

10.1. Payment against Bill/Invoice shall be released only after execution of the supply order and the quality of the items are found to the satisfaction of the ESIC. Payment will be made direct to the supplier through ECS/RTGS/NEFT only.

10.2. No request for any other mode of payment will be entertained. No advance payment will be made in any case.

11. **Change in Quantity**

Quantity given in the financial bid is approximate. It may likely to vary.

12. **Purchaser's Rights**

12.1. The ESIC reserves the right to accept/reject any or all the Bids in whole or in part and annul the bidding process without assigning any reason whatsoever.

12.2. The ESIC reserves the right to award the contract to more than one bidder.

12.3. If a firm after award of the contract violates any of the terms and conditions, fails to honour its bid without sufficient grounds and within reasonable time it shall be liable for blacklisting for a suitable period. EMD/Performance Security shall be forfeited.

13. **Delivery**

13.1. The delivery of the product has to be staggered over the year as per the need in case, the firm fails to supply the required quantity within 7 working days from the receipt of supply order, the material will be procured from other sources and the difference of cost, if any, will be recovered from Performance Security deposit (PSD) by issuing notice and necessary action for Blacklisting the firm will also be taken.

13.2. The Inspection Team of ESIC, SRO, Pune shall inspect the items on receipt to examine whether the items supplied are in conformity with the sample approved in terms of quality, size, colour, shade, dimensions, etc., before issuance of the same to the officers/staff of the Purchaser. In case the Inspection Team rejects the consignment ensuring conforming to the approved sample the supplier has to replace the consignment ensuring conforming to the approved sample within the given time.

14. Penalty for substandard/Inferior quality

14.1. If it is found that items are fake or of substandard quality and not conforming to the required specifications, the firm, will not have to replace the fake/substandard items with genuine ones but they will also be liable to be blacklisted.

14.2. If the selected bidder/firm does not supply the items/does not make available within the stipulated period as may be indicated by the Purchaser, the Purchaser reserves the right to arrange the supply from another firm and the bidder will have to reimburse the additional expenditure, if any, incurred by the Purchaser and the PSD submitted by the bidder will be forfeited.

15. If the date of opening bid is declared a holiday, will be opened on next working day at 11.00 a.m.

TECHNICAL BID FORM
SUPPLY OF "PRINTED FORMS & REGISTERS" TO ESIC SUB REGIONAL OFFICE,
PUNE ON RATE CONTRACT BASIS

1) NAME OF TENDERING COMPANY/FIRM	
2) NAME OF OWNER/PARTNERS/DIRECTORS	
3) ADDRESS OF OFFICE/OFFICES FULL PARTICULARS OF OFFICE	
4) ADDRESS WITH TELEPHONE NO., FAX NO. AND E-MAIL ADDRESS	
5) REGISTRATION DETAILS: (A) REGISTRATION CERTIFICATE NO. (INDICATING LEGAL STATUS COMPANY/ PARTNERSHIP FIRM / PROPRIETORSHIP CONCERN ETC.,) (B) CST/VAT/TIN REGISTRATION NO. (C) PAN NUMBER D) LBT, IF APPLICABLE	
6) BANK DETAILS	
NAME & ADDRESS OF BANK	
ACCOUNT NO.	
IFSC CODE NO.	
MICR CODE NO.	

7.DETAILS OF INCOME TAX RETURN DURING LAST THREE YEARS.

SR.N O.	FINANCIAL YEAR	INCOME IN RS.	DETAILS OF TAX PAID
1	2013-14		
2	2014-15		
3	2015-16		

8. DETAILS OF PROOF OF EXPERIENCE IN SUPPLYING TO GOVERNMENT DEPARTMENTS/PSU/REPUTED COMPANIES.

SR. NO .	NAME AND ADDRESS OF THE GOVERNMENT DEPARTMENTS/ PSU/REPUTED COMPANIES.	VALUE OF CONTRACT	DURATION OF CONTRACT	
			FROM	TO

9) DETAIL OF EMD :

NAME OF THE BANK	Bankers Cheque/DD No. & DATE	AMOUNT

SIGNATURE OF OWNER/MANAGING
PARTNER/DIRECTOR

DATE:

NAME:

PLACE:

SEAL

Declaration

1. I, _____ Son / Daughter of
Shri _____ Proprietor/Partner/
Director/Authorized Signatory of _____ am
competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

4. I have apprised myself fully about the job to be done during the currency of the period of agreement and also acknowledge to bear consequences of non-performance or deficiencies in the services on my part.

Signature of authorized person

Date:

Full Name:

Place:

Company's Seal :

N.B.: the above declaration, duly signed and sealed by the authorized signatory of the company, should be uploaded with Technical Bid.

**FINANCIAL BID
LIST OF ITEMS TO BE SUPPLIED**

Sr. No	Description	Brand/Make /Specification	Quantity (approx.)	Unit Rate in Rs.	Total amount in Rs.
1	Ruled Register of 200 pages		1125 Register		
2	MRE		450000 Nos.		
3	MRC		450000 Nos.		
4	Referral letter **		1125 Books (200 Pages per Book)		
5	Regulation Certificate Form 08 **		425 (25 Pages per Book)		
6	Regulation Certificate 18 **		425 (25 Pages per Book)		

** Forms Sl. No. 4 to 6 should be serially numbered.

1. The above quantity is approximate for annual demand which may vary depending upon the actual usage.
2. The samples may be seen in Stores Branch (Room No. 002), Sub Regional Office, ESIC, Pune between 10.00hrs to 16.00hrs on any working day from 14/03/2017 to 17/04/2017.
3. Detailed specifications of items such as units, nos, & Books length, make (brand/make) should be given invariably of the items offered for which rates are quoted.
4. Supply will be made on monthly basis or as per need.