



कर्मचारी राज्य बीमा निगम
EMPLOYEES' STATE INSURANCE CORPORATION
श्रम एवं रोजगार मंत्रालय, भारत सरकार
MINISTRY OF LABOUR & EMPLOYMENT
GOVT. OF INDIA

क्षेत्रीय कार्यालय REGIONAL OFFICE
पंचदीप भवन PANCHDEEP BHAWAN
पूर्वोत्तर क्षेत्र NORTH EAST REGION
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NOTICE INVITING TENDER

The Organization

The Employees State Insurance Corporation, a statutory body under the Ministry of Labour and Employment, Govt. of India having its Head Qtrs. at New Delhi and Regional Office, NE Region at the address mentioned above, provides Social Security coverage to workers employed in factories and establishments including "Shops", Petrol Pumps, LPG Agencies, Cinema theatres, Newspapers Establishments, Motor Transport Establishments, Hotels and Restaurants, Private Educational and Medical Institutions, Construction agencies etc. situated within geographical areas in the NE States.

List of Geographical areas in the North Eastern States where the scheme is in force is given at Annexure-V **(Schedule-I)**. Workers employed in all such factories and establishments situated within the implemented areas are coverable under the ESI Act.

Scope of work

1. It has now been decided to conduct a pre-implementation survey in all the 93 districts of the 7 (seven) North Eastern States (excluding Sikkim), including the non implemented areas given at Annexure-V **[Schedule-I (To be conducted in Phase-II)]** and the areas given at Annexure-V **[Schedule-II (To be conducted in Phase-I)]** under the ESI Act, to find out the number of potentially coverable factories and establishments including "Shops", Petrol Pumps, LPG Agencies, Cinema theatres, Newspapers Establishments, Motor Transport Establishments, Hotels and Restaurants, Private Educational and Medical Institutions, Construction agencies etc. in these areas, by engaging an experienced agency for conducting such surveys. The potentially coverable establishments/factories shall be the factories/establishments where 5 (five) or more persons have been engaged in any day in a year. In other words, factories/establishments employing less than 5 (five) shall not be surveyed. The goal of the survey is to collect specific information as per pro-forma in **Annexure-II**.

The surveys will be carried out in 2 (two) phases, i.e. Phase – I and Phase – II, the areas of which have been identified in **Annexure-III**.

2. For the purpose of survey, the interested agencies are required to collect beforehand the name and addresses of the factories and establishments operating in the district hqrs. from the respective district industries centre, district education office, District Labour Officer, municipal office, gram panchayat, etc., before participating in the tender process. This information will be beneficial in carrying out the survey work and also to work out the amount for the EMD and Bid Security.

3. Interested specialized agencies having prior experience in such work may submit their bids in the attached Performa at **Annexure-I** for the work to the Regional Office at the above address on or before **12.02.2016** by **12:00** Noon and the Technical Bid will be opened on **12.02.2016** at **3.00 P.M.** Opening of Financial Bid of the qualified Technical Bidders will be communicated at a later stage.

TERMS & CONDITIONS:

1. The survey is to be completed within a period of 60 (sixty) days from the date of receipt of work order.
2. The information desired in respect to the surveyed factory/establishment/institution must be furnished in the given Performa. Incomplete survey report will not be accepted.
3. The reports of survey conducted must be submitted **WEEKLY** to Inspection & Co-ordination Branch with a summary in the pro-forma at **Annexure -IV**. In addition to this, the reports, both Phase-I & Phase-II, should be in the following two categories:
 - a) First category – All reports containing number of employees above 10 (ten)
 - b) Second category – All reports containing number of employees above 5 (five) and below 10 (ten)
[Priority to be given to Phase-I. However, subject to availability of manpower, agency may conduct survey of Phase-II simultaneously]
4. The personnel deployed by survey agency shall not make any assurance/promise outside the scope of the survey task, such as issuance of code number, delivery of any kind of the benefits, financial or otherwise to the employees, any sort of subsidy/grant, etc. and must not solicit any money or favour from the units surveyed. Any personnel engaged by the survey agency shall not claim any type of employment from E.S.I.C.
5. Any Officer/Official of E.S.I.C., authorized by the Regional Director in this behalf, may at any point of time during the survey, cross check or scrutinize the survey work conducted by the survey agency. Any sort of non co-operation may lead to termination of the contract or forfeiture of performance guarantee.
6. Entire data collected during the survey would be treated as confidential and shall not be released except to the E.S.I.C. All documents, reports, information, data collected and collated will be the property of the E.S.I.C. and shall not be shared by the agency with any third party. E.S.I.C. shall be at liberty to use the data for any purpose whatsoever.
7. Rates may be quoted per complete survey report submitted and accepted by E.S.I.C. authorities. The rates quoted shall be inclusive of all costs and taxes. The rate would remain firm during the period of performance and variation of taxes, if any, or imposition of new tax within the period of performance, shall be borne by the agency. The rate may be quoted in figures, as well as in words and in case of difference, the rate in words shall be treated as correct and binding. No other payment on any other account, such as TA/DA, stationery cost, communication cost, etc. shall be made by E.S.I.C., other than the rates quoted for per survey report. Risk/Threat to the lives of staff engaged by agency including other contingent risks shall be the sole liability of the agency.
8. Tender form shall be completed in all respects. Incomplete tender or tenders without E.M.D. shall be treated as invalid.
9. **Fraud and Corruption:** The Bidders shall observe the highest standard of ethics during the procurement and execution of contract. In pursuit of this, he should not observe any of the following:
 - a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - b) "Fraudulent practice" means any misrepresentation or omission of facts in order to influence a procurement process of the execution of a contract;
 - c) "Collusive practice" means a scheme of arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, no competitive levels;

- d) "Coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the procurement process or affect the execution of contract. The competent Authority will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practice in competing for the Contract in question.
10. **Submission of bids:** Proposals should be submitted in two separate envelopes, namely **Technical Bid** and **Financial Bid**. The technical and financial bids duly sealed in separate envelopes must be kept inside a third envelope and clearly super-scribed as "**Quotation for Tender Work in North East Region**". The envelopes should be clearly marked as **Technical Bid (Envelop I)** and **Financial Bid (Envelop II)**. The third envelop shall also contain the EMD.
 11. **Financial Bid:** The financial bid of the tenderers, whose technical bid is found to be suitable, will be opened in the presence of only those successful tenderers, who choose to attend the opening of the financial bid.
 12. The selection of the agency will be at the sole discretion of the competent authority who reserves its right to accept or reject any or all the proposals without assigning any reason thereof.
 13. **Cost of Tender:** The tender document is free of cost. However, EMD amounting to 3% (three percent) of the work value is to be worked out as discussed at Page 1 Para 5, is required to be submitted along with the technical bid, by means of a DD, drawn on a Nationalized Bank in favour of E.S.I.C. Fund Account No. 1. Without EMD, the bid would not be considered.
 14. The E.S.I.C. reserves the right to accept or reject any proposal and to annul the tender at any time prior to award of work order, without incurring any liability to the affected bidder(s).
 15. Copies of the following document are to be submitted along with the bids:
 - a) Valid Trade Licence from appropriate authorities.
 - b) Latest proof of statutory compliance of E.P.F., E.S.I. etc., if applicable.
 - c) PAN/Voter Card etc. of the proprietor/firm.
 - d) Proof of at least two survey work done on behalf of Govt/PSU/Corporate Organisation within the last two years along with satisfactory completion certificate.
 - e) Service Tax registration number.
 - f) Audited Balance Sheet of 2013-14 & 2014-15.
 16. The rate may be quoted in terms of per survey report submitted (complete & accepted by ESIC Authorities). The rate to be quoted in figures & words.
 17. Last date of submission of quotation 11/02/2016, 12:00 Noon.
 18. Interested agencies can make enquiries/seek necessary clarification/details by visiting Inspection & Co-ordination Branch of Regional Office at the above address between 2.00 P.M. and 5.00 P.M. between 01/02/2016 to 03/02/2016.
 19. Scope of the work may be enlarged/reduced as per the discretion of the Competent Authority.
 20. In case of dispute, the Regional Director, ESIC NER decision will be final.
 21. For misleading/false information in a single survey report, a penalty of an amount equivalent to the rate quoted per survey report shall be levied in addition to non-payment of any amount in respect of every such defective report.
 22. For any misleading/false information in more than 2% of the total survey reports submitted per district, a penalty of an amount equivalent to 5 times of the rate per survey report in respect of every such defective report plus forfeiture of the performance guarantee.
 23. Delay in submission of weekly information: No penalty if the delay is less than 3 days. If the delay is more than 3 days, 5% of the value of delayed survey reports. If the delay is more than 7 days, 10% of the value of delayed survey reports.

REGIONAL DIRECTOR