



सत्यमेव जयते

कर्मचारी राज्य बीमा निगम अस्पताल, एजुकॉन, कोल्लम, केरल 691505

EMPLOYEES' STATE INSURANCE CORPORATION HOSPITAL

EZHUKONE, KOLLAM, KERALA-691505

श्रम और रोजगार मंत्रालय, भारत सरकार

Ministry of Labour and Employment, Government of India



क.रा.बी.नि.  
ESIC

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No: 545/C/24/12/CHE/18(Admn)

Dated: 12.07.2024

## **Tender- Auction for Cutting off and Removal of Perilous Trees at ESIC Hospital, Ezhukone**

E-Tenders are invited in two bid system through E-procurement system for Auction, for Cutting off of Perilous Trees at ESIC Hospital, Ezhukone. The bids are to be submitted online on Central Public Procurement Portal(CPP). The Tender documents may be downloaded from <https://eprocure.gov.in/eprocure/app> or from the website <https://www.esic.nic.in/circulars>

**Important:-** Manual Bids shall also be considered if the required/minimum number of bids are not received online. Therefore, all bidders who submit the bids online have to submit the offline bids invariably, in the same manner as being submitted in the online system. The main cover (containing the 02 covers inside) shall be addressed to The Medical Superintendent ESIC Hospital, Ezhukone, Kollam, Kerala 691505.

**Note:-** ESIC shall not be responsible for non receipt/non delivery of bid documents due to any reason whatsoever.

The "Tender Document" comprises of :

1. General Instructions for Tender
2. Technical bid Form (Annexure A)
3. The Special instructions for Tender (Annexure-B) which will govern any contract made.
4. Undertaking (Annexure-C)
5. The Financial Bid (Annexure D)

Tenderers are requested to read thoroughly line by line before quoting their rates or submitting tender/tender forms so as to have a clear knowledge of the work to be executed. ESIC will not be held responsible for any such error/oversight of the tenderer and the penalties shall be levied for not complying with the work.

**Schedule for invitation to Bid:-**

1.	Name &Address of the department	ESIC Hospital,Ezhukone, Kollam, -691505
2.	Closing Time& Date for receipt of online and offline Bids	29.07.2024 (2:00 PM)
3.	Name of the contact person for any clarification	Medical Superintendent,ESIC Hospital,Ezhukone -0474 2761190
4.	Date till which the bid should be valid	120 days from the date of opening of technical bid

**Important Dates**

SI No	Activity	Date& Time
3.	End date&Time for submission of bids (Online&Offline)	29.07.2024(02:00PM)
4.	Opening of online bids	30.07.2024(2:00 PM)
5.	Opening of offline bids(if necessary)	30.07.2024(2:30 PM)

Last date for receipt of tender is **29.07.2024 till 02:00 PM** . In case the tender opening dates falls on a holiday, the tender shall be opened on the next working day at the same time. Any corrigendum to this tender will be notified through the aforesaid websites only. The undersigned reserves the right to accept or reject any or all the bids without assigning any reason at any stage.

-Sd-

Medical Superintendent

## **GENERAL INSTRUCTIONS**

### **Procedure for Submission of e-Tenders/Bids**

The bidders require to submit their bids through Central Public Procurement Portal - (CPPP) <https://eprocure.gov.in/eprocure/app> under two bid system i.e.

- i) **Technical Bid** and
- ii) **BOQ./Financial Bid Form(Annexure D)**

### **Technical Bid: -**

### **Mandatory Documents**

The following documents must be uploaded for Technical bid

- 1. Demand Draft for EMD(3%)**
- 2. Valid Trade License Certificate**
- 3. GST Registration certificate**
- 4. Copy of PAN/TAN Card**
- 5. Copies of Work Orders (PO) and Completion Certificates (CC) of Timber Auction for any government/PSU organizations in Kerala**
- 6. Signed Undertaking (as in Annexure III)**

Bids received and found valid will be evaluated by ESIC to ascertain the best evaluated bid for the complete work/services under the specifications and documents. The bidder should take care to submit all the information sought by ESIC in prescribed formats. Incomplete, conditional, telephonic bids or tender uploaded after due date & time will not be considered and will be summarily rejected.

### **Financial Bid: -**

1. Those bidders who have qualified in technical bid shall be entertained for the financial bid. The financial bid format is provided as BOQ along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ as it is and quote their Final amount including tax and other incidental charges for Cutting off of Perilous Trees, Uprooted Trees and Wood Pieces at ESIC Hospital Ezhukone in the permitted column and upload the same in the financial bid. Bidder shall not tamper/ modify downloaded price bid template (BOQ) in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned. Financial bid will be evaluated as per amount quoted by the bidders. Thus a bid which is substantially responsive and quotes Maximum Amount shall be ranked as H-1 and so on. In case, quoting same Amount by more than one bidder, the selection of H-1 agency will be made on the basis of minimum time limit for cutting and clearing the woods from the compound.
2. Bidders are also advised to submit Financial Bid in Annexure D Form duly filled by quoting the bid amount(In Indian Rupees Only).

### **3. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN AND PERIOD OF VALIDITY.**

- i) All tenders should remain valid for acceptance for a period of Six months or completing the work, whichever is earlier, from the date of opening of the tender.
- ii) Quotations qualified by such vague and indefinite expressions such as “subject to immediate acceptance, “subject to prior work” etc. will not be considered.

### **4. BID SECURITY/ EARNEST MONEY:**

The tenderer shall have to deposit money of **Rs.5000/-** (Refundable) with their Technical Bid at the time of application, failing which the tender shall be rejected. The earnest money is to be paid by Demand Draft drawn in favour of **ESIC A/C No.1, payable at SBI Branch, Kundara Kerala. NO CHEQUES OR CASH WILL BE ACCEPTED.** In the event of the withdrawal/ revocation of tenders before the date specified for acceptance, the earnest money shall stand forfeited. Earnest Money Deposit ( EMD) to be sent by post/ delivered in hand to the Medical Superintendent, ESIC Hospital, Ezhukone, Kollam before **29/07/2024, 03:00 PM.** Earnest money furnished by all the unsuccessful tenderers shall be returned to them without any interest whatsoever, at the earliest after expiry of the final tender validity period but not later than 30 days after finalization of the contract. Successful tender should deposit an amount of Rs.5000/- or 5% bid value whichever is higher towards performance security. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

#### **SUBMISSION OF BIDS**

Bidders participating in online e-tender has to upload the complete Tender documents complete in all its pages along with all the Annexures duly signed and sealed online and has to submit only the EMD in the Tender Box kept at ESIC Hospital, Ezhukone, Kollam

Those bidders who are submitting Offline Bids only are required to submit the entire tender document along with all the Annexures(A, B,C) duly filled, signed and sealed along with EMD in one cover and duly filled Financial Bid (Annexure D) signed and sealed in the second cover

### **5. OPENING OF TENDER:**

The tenders shall be opened at the specified date and time and at the specified place as indicated in the TENDER DOCUMENT. In case the specified date of tender opening falls on/ is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

The TECHNICAL BIDS are to be opened in the first instance. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TENDER DOCUMENT. During the TECHNICAL BID opening, the tender opening committee will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening committee. Competent authority may call the tenderer for demonstration of technical specification. Thereafter in the second stage, the Financial Bid of only the technically qualified tenders shall be opened at a later date which will be notified to such tenderers.

### **6. PRICES**

- i) Prices are to be quoted in Indian Rupees only.

- ii) Prices quoted must be meaningful and measurable in the context.
- iii) Tenderers should clearly specify whether prices quoted are inclusive of GST / statutory charges or such charges as extra. Where no specific mention is made to GST/ or other duties, prices quoted shall be deemed to be inclusive of such taxes/charges.
- iv) The tenderer has to remit GST, Forest Development Tax(FDT) and TDS as fixed by the government from time to time.
- v) The price quoted by the tenderer shall not be lower than the price shown against each item as per the list.
- vi) The tenderer has to remit 20% & 5% of the cost of the wood in State Government Treasury under the heads “0406-01-800-95-Other Items” & “406-01-101-96-00-FDT” respectively and the Division Code 2/01.

## **7. NOTIFICATION OF AWARD**

Before expiry of the tender validity period, the tender inviting authority will notify the successful tender(s) in writing by registered/ speed post that its tender has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices.

## **8. SECURITY DEPOSIT / PERFORMANCE SECURITY**

On acceptance of the tender, within one week, the successful tenderer/contractor shall deposit a sum equivalent to 5% of the Bill Value, rounded off to the nearest Rupee, as security deposit, for due compliance & fulfilment of the terms and conditions of the contract. This has to be in the form of a demand draft, drawn on any of the nationalized bank, in favor of ESIC A/C No.1, payable at SBI Branch, Kundara, Kollam, Kerala. **NO CHEQUES WILL BE ACCEPTED** for this purpose. On due performance and successful completion of the contract in all respects, the security money deposit shall be returned to the contractor without any interest. No Demand Certificate in the prescribed form and upon return in good condition of any other property belonging to the purchaser, which may have been issued to the contractor. If the contractor fails to do so, such failure will constitute a breach of the contract and the Medical Superintendent shall be entitled to make other arrangements at the risk and expense of the contractor. Also, non performance/ unsatisfactory performance or violation of terms and conditions of the contract will make the contractor liable for forfeiture of security deposit. Then decision of the Deputy Director(I/C) shall be final and binding on this count. After one month of satisfactory completion of work the tenderer can contact the Sub region Office ESIC Kollam for the security deposit.

## **9. WORKING TERMS**

- a. Time and date of Delivery:- The time and date for work as stipulated in the schedule shall be deemed to be the essence of contract and work must be completed not later than the date(s) specified. The execution of work is required to be completed within a period of 4 weeks from the date of permission for the work.
- b. The tenderer shall execute the work at the destination without making any inconvenience to the staff and other people visiting the hospital and also not hampering any buildings or goods within the compound within the limits of the time.
- c. When a work order is placed to the successful tenderer, he shall have to acknowledge the receipt of the said order along with DD for performance security within 7 days of the issue.

## **10. PAYMENT OF AMOUNT**

- a. The successful bidder is required to make full payment of the bid amount before the commencement of the work.

- b. On receipt of the full amount, ESIC shall issue a letter of permission to the tenderer, allowing to start the work which has to be completed with in 4 weeks from the date of permission
- c. For releasing Security Deposit the tenderer will have to produce 'satisfactory work completion certificate' from the Medical Superintendent, ESIC Hospital, Ezhukone.
- d. Payment of Security Deposit shall be made through Electronic Clearing System(ECS).

## 10. OTHER TERMS

### **Responsibility for executing contract:**

The contractor/ successful bidder would be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender. The contractor has to execute an agreement with the Medical Superintendent, ESIC, Hospital, Ezhukone, Kollam in stamp paper worth ₹. 200/- (Rupees Two Hundred Only) as per the terms and conditions mentioned in Annexure B

The Contractor shall not sublet/ transfer/ assign the contract or any part thereof without the written permission of the Medical Superintendent. In the event of the contractor contravening this condition, Medical Superintendent shall forfeit the Security deposit and immediately cancel the contract. The loss thus incurred to the contractor shall be his liability.

**Recovery of sums due:** Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor the ESIC shall be entitled to recovery of such sum by appropriating, in part or whole the security / earnest money deposited by the contractor, when the balance or the total sum to be recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due under this or any other contract with the ESIC. Should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the ESIC on demand the remaining balance due.

**Insolvency and Breach of Contract:** The Medical Superintendent may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

- a. If the contractor being an individual or if firm, any partner in the contractor's firm shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter in to any arrangement or composition with his creditors or suspend payment of bill if the firm be dissolved under Partnership Act.
- b. If the contractor being a company shall pass a resolution or court shall make an order for the liquidation of the affairs or a receiver of a manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver or manager, or
- c. If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to, but shall not be entitled to any gain on goods & services.



**Arbitration:** In the event of any question, dispute or difference arising out of the terms and conditions listed down in this tender, the same shall be referred to Arbitrator appointed by The Medical Superintendent. The procedure of the Arbitration will be governed by the provisions of Arbitration Act 1940 (as amended from time to time and rules framed there under)

**Document:** The tenderer should have a valid Trade license, PAN/ TAN/ GST Registration/ other statutory documents as applicable and produce attested copies of such certificates along with the tender papers in Technical Bid, failing on which the tender shall liable to be rejected.

**Right to accept/ reject:** Medical Superintendent reserves the right to reject any or all tenders without assigning any reason whatsoever. Also, the office authority reserves the right to award any or part or full contract to any successful agency at its discretion and this will be binding on the tenders.

The quantity shown in the tender can be increased or decreased by Medical Superintendent to any extent depending upon the actual requirement.

**Assistance to contractor:** The contractor shall not be entitled to assistance either, in the procurement of raw materials required for the fulfillment of the contract or in the securing of transport facilities.

In case of failure to comply with the provisions of the terms and conditions mentioned, by agency that has been awarded the contract, the Medical Superintendent reserves the right to award the contract to the next eligible tenderer and the difference of price will be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the tenderer.

The Medical Superintendent, ESIC Hospital, Ezhukone Kollam does not pledge himself to accept the highest 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 tenderer shall execute the work at the rate quoted.

**Failure and Termination:** If the contractor fails to execute the work within the period prescribed (ie, within 4 weeks from work order), the Medical Superintendent without prejudice to his right to recover damages for breach of the contract, be entitled at his options:

- i. To recover from the contractor as agreed liquidated damages, a sum equivalent to 5% of the value of the bid which the contractor has failed to perform the work within the period fixed for completion of the work after expiry of the work period, or
- ii. To cancel the contract or a portion thereof, and if so decided to authorize the work not performed by the contractor to any other party/firm at the risk and cost of the contractor.

**Force Majeure:** ESIC may consider relaxing the requirements, as specified in this document, if and to the extent that, the performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, National

Agencies, the direct and indirect consequences of wars(declared or undeclared), hostilities, National Emergencies, civil commotion and strikes and successful bidders premises or any other act beyond the control of the bidder.

**Jurisdiction:** The disputes, legal matters, court matters if any shall be subject to **Kollam, Kerala jurisdiction only.**

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Medical Superintendent



TECHNICAL BID FORM		
SI No	Particulars	Details
1	Name of Bidder	
2	Name of Father of the bidder	
3	Residential address of the bidder	
4	Mobile/Telephone Number	
5	PAN Number	
6	TAN Number	
7	<b>Bank Details:</b>	
	Name of the Bank	
	Branch Name	
	Account Number	
	IFSC Code	
8	<b>EMD Details:</b>	
	Amount	
	DD Number/PO Number with date	
	Drawn on bank	
9	GST Remittance details along with copy of challans	
10	Satisfactory Performance Certificate from any PSUs/Govt Departments during the last three years	
11	Details of work Order of including existing contracts	
12	Name of the Public Sector/ Govt Organization to whom similar services have been provided by the firm during the last 3 years	Details may be filled in the proforma shown below
13	Whether Police/Legal proceedings in court pending against proprietor/Firm/Contract Labour engaged by the agency	
14	Whether black listed by any central/state govt/PSU. If not attach declaration in this regard.	

SI No	Name and Address of the organization with designation and contact number of the officer concerned	Details regarding contract	Value of contract (Rs.)	Duration of Contract	
				From (dd/mm/yyyy)	To (dd/mm/yyyy)
1					
2					
3					
Additional Information if any					

Date:-

Signature of the tenderer:-

Place:-

Full Name:-  
Designation:-

**ANNEXURE B**

**SPECIAL INSTRUCTIONS FOR TENDER**

**The following special conditions for Auction for Cutting off of Perilous Trees at ESIC Hospital, Ezhukone**

**TERMS AND CONDITIONS:**

- i. Work shall be certified as completed subject to satisfactory completion of the work by the assigned officer.
- ii. The work site should be maintained cleaned and remained as no hump or pit.
- iii. After cutting off the trees the stub should be removed and cleared from the property.
- iv. The work may be executed through others, at the risks and costs of the contractor and at the discretion of the authority.
- v. No or any part of the trees should be discarded with the ESIC compound in any manner.
- vi. Work shall be done only on working days and during office hours. No person shall permitted to work before or after the office timing ie (9 AM to 4 PM) on Monday to Friday and (9 AM TO 1 PM) on Saturdays.
- vii. No person (s) shall permitted to camp within the compound after the office hour.
- viii. The workers of the contractor shall work in a disciplined manner and the working of the contractor should not affect the smooth functioning of the office in any manner.
- ix. Accident, if any, occurred within and outside the compound of ESIC during the time of the work to the workers or public shall be the responsibility of the tenderer itself and ESIC will not be responsible for any such accidents/losses.
- x. The tenderer has to take all necessary safety precautions prescribed by the Government by his own cost.
- xi. The consignee shall not provide any type of facility to the contractor in any manner including electricity, food, water, transportation, shelter etc.
- xii. Damages if any, made to any property/object within the compound due to the working of the contractor or the person assigned by him shall meet by the contractor himself otherwise the compensation amount will be forfeited from the security deposit. If the amount is not sufficient the contractor has to remit the amount as demanded by the Medical Superintendent, ESIC Hospital, Ezhukone, Kollam by form of Demand Draft.
- xiii. The tenderer has to contact K.S.E.B office for disconnecting or removing the line within and outside the premises of ESIC at his own cost.
- xiv. The tenderer shall remit the FDT, GST and TDS as applicable.

- Sd-

Medical Superintendent

**UNDERTAKING:**

- a) I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
- b) The rates quoted by me are valid and binding upon me for the entire period of contract.
- c) The earnest money of ₹ 5000/- to be deposited by me has been enclosed herewith  
vide Demand Draft no \_\_\_\_\_ Dt \_\_\_\_\_,

Drawn on  
bank \_\_\_\_\_, Branch \_\_\_\_\_.

- d) I hereby undertake to execute the work as per directions given in the tender document /work order within stipulated period.
- e) I give the rights to Medical Superintendent to forfeit the earnest money deposited by me /us if any delay occur on my part or failed to execute the work in time.
- f) There is no vigilance / CBI case or court case pending against me/firm.
- g) In case at any stage, it is found that the information given by me is false/incorrect, ESIC Hospital, Ezhukone, Kollam shall have the absolute right to take any action as deemed fit/without any intimation to me.

Date:-

Place:-

Signature of the tenderer:-

Full Name:-

Designation:-

## ANNEXURE D - Financial Bid form(BOQ)

Sl. No.	Item Description	Quantity /Units	Estimated Rate in(without Taxes , GST, FDT and other charges in)	BASIC RATE In Figures To be entered by the Bidder in without Taxes , GST, FDT and other charges ) Rs P	TOTAL AMOUNT Without Taxes in (without Taxes , GST, FDT and other charges	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	<b>Perilous/ Hazardous Trees</b>					
1.01	Eucalyptus tree(135 CM)-0.8 Cubic meter	1.0	6254			
1.02	Eucalyptus tree(210 CM)-1.82 Cubic meter	1.0	16257			
1.03	Badam Tree(3.369 metric tone	1.0	4952			
1.04	Badam Tree(2.433 metric tone)	1.0	3577			
1.05	Eucalyptus tree(115 CM)-0.552 Cubic meter	1.0	4327			
1.06	Peelivaka(200 cm)-1.659 Cubic meter	1.0	26546			
1.07	Peelivaka-0.932 Cubic meter	1.0	6140			
1.08	Acasia 1B(165 cm)-1.062 Cubic meter	1.0	18918			
1.09	Peelivaka-0.932 Cubic meter,0.915 Metric tone	1.0	6937			
1.1	Perumaram-1.98 Cubic meter	1.0	11707			
1.11	Perumaram-0.932 Cubic meter	1.0	5208			
1.12	Pala(135 cm)-0.8 Cubic meter	1.0	6374			
1.13	Pala(90 cm)-0.218 Cubic meter	1.0	1883			
1.14	Pala(95 cm)-0.322 Cubic meter	1.0	2668			
1.15	Perumaram-0.932 Cubic meter	1.0	5208			
<b>Total in Figures</b>			126956			
<b>Quoted Rate in Words</b>						

