



कर्मचारी राज्य बीमा निगम
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)
EMPLOYEES' STATE INSURANCE CORPORATION
(Ministry of Labour & Employment, Govt. of India)



मुख्यालय
Headquarters
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File No. W/23/2025-PMD

Dated:

“Engagement of Project Implementation Unit for Construction Project of ESIC.”

Tender ID: 2026_ESIC_905342_1
REPLIES TO BID QUERIES OF THE BIDDER

S. No.	Page No & Clause no	Existing Clause	Query	Reply to pre-bid query
1.	Page no 5-6, Notice Inviting bid	Last date & time of Online submission of Bid, EMD, e-tender processing fee as applicable and other Documents as specified in the bid document.	05-05-2026 till 3:00 P M We request the Authority to kindly provide a minimum extension of four (4) weeks from the date of release of pre-bid clarifications , to enable preparation of a comprehensive and competitive proposal.	Please refer to addendum/corrigendum.
2.	Page no 6, Notice Inviting Bid	“Submission of hard copies of EMD The original EMD should be submitted at 1st floor, office of Chief Engineer, ESIC Hqrs, CIG Marg, Delhi-110002 up to last date and time of online submission of bids and EMD. ”	We request confirmation on whether the bid security declaration should be submitted online or in physical (hard copy) form. Please confirm.	It is to clarify that “the Bid Security Declaration may be submitted online along with the bid. However, the original Earnest Money Deposit (EMD), wherever applicable, shall be submitted in physical form strictly in accordance with the provisions of the tender document, within the stipulated time.”
3.	Page no. 11, Section A. General instruction to Tenderers/ Bidders, clause 1) Introduction	1.5.7 In case of JV/Consortium, PAN Card for each partner is to be submitted	As PAN is not applicable for foreign bidders, we request the Authority to kindly consider Tax Identification Certificate in place of PAN Card.	Please refer to addendum/corrigendum.
4.	Page no 18-20,	Clause 1.37.1 to 1.37.6 The RFP provides extensive conflict-of-interest	Considering that large professional	It is clarified that, the clause

	<p>Section 1.37- Conflict of Interest</p>	<p>Interest restrictions covering personal, financial and business relationships of bidder, its affiliates and senior executives, including extended family relationships, and post-completion non-solicitation obligations.</p>	<p>organizations operate with multi-disciplinary practices and a wide employee base, kindly clarify that conflict-of-interest checks and disclosures are required only with respect to:</p> <ul style="list-style-type: none"> (i) the Project Implementation Unit entity bidding, the engagement / bidding team and Key Experts proposed for this assignment, and (iii) their direct personal, financial or business relationships connected to this project. <p>It is further requested to clarify that the clause does not require firm-wide or group-wide conflict checks across unrelated business units or personnel who are not involved in the bidding or execution of this assignment.</p>	<p>1.37.1 already defined the firm's personnel shall be limited to senior executives (or team handling the bidding firm).</p>
<p>5.</p>	<p>Page no 18-20, Section 1.37-7 Confidentiality clause</p>	<p>The clause requires the bidder to keep all confidential or proprietary information confidential and prohibits disclosure to any third party during or after expiry of the contract.</p>	<p>Kindly clarify that "Confidential Information" shall exclude:</p> <ul style="list-style-type: none"> (i) information already in the public domain other than through breach by the bidder, (ii) information independently developed by the bidder without reference to ESIC's confidential information, and (iii) information required to be disclosed under applicable law, audit, regulatory, or judicial requirements. <p>It is further requested to clarify that internal disclosure on a need-to-know basis to</p>	<p>The existing clause in document is self-explanatory.</p>

			the bidder's employees, affiliates, or advisors involved in execution of the assignment, subject to appropriate confidentiality obligations, shall not be treated as disclosure to a third party.	
6.	Page no 30, Section-1 Instructions to bidders/tenderers	"9.1. Selection shall be carried out strictly under QCBS methodology with Technical and Financial weightage of 70:30 . The bidder securing the highest combined score shall be declared the most advantageous bidder."	We understand that the weightage for Technical and Financial proposals is 70:30 respectively. At this weightage, selection will be determined mostly by price. In order to select more competent firm, we respectfully request you to revise the technical and financial proposal weightage to 80:20 .	The query has been examined but not accepted to. Tender condition shall prevail
7.	Page no 36, Section-2 Qualifying Criteria,	A.(ii) Works Experience: The Bidder should have satisfactorily completed or substantially completed similar works during the last 10 (Ten) years ending previous day of last date of submission of tenders for Central / State Government/Central Autonomous Body/Central Public Sector Undertaking / City Development Authority / Municipal Corporation of city / others. This should be certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent.	We request the Authority to consider similar works completed in the last 15 years instead of 10 years.	Please refer to addendum/corrigendum.
8.	Page no 36-37, Section-2 Qualifying Criteria	1.1.ii. The definition of similar works shall be as under: Project Management Consultancy (PMC) services/ Program Management Consultancy (PMC)/ Project Management Unit (PMU)/ Project Implementation Unit (PIU)/ Providing professional services for Advisory or Consulting services/ monitoring of construction of social & commercial infrastructures as defined in an updated Harmonized Master List of Infrastructure sub-sectors as per Ministry of Finance, Department of Economic affairs, IPP division, notification dated 19.09.2025 for which the value of such multiyear consultancy shall be at least Rs 7,23,76,900/-.	We request you to kindly modify this clause as below: Project Management Consultancy (PMC) services / Program Management Consultancy / Project Management Unit (PMU) / Project Implementation Unit (PIU), including provision of professional services for advisory or consulting services / monitoring or implementation of Social and Commercial Infrastructure projects as defined under the Harmonised Master List of	Please refer to addendum/corrigendum.

			<p>Infrastructure Sub-sectors, including projects implemented under the Smart City Mission, Affordable Housing and allied healthcare-related infrastructure facilities, executed through Central / State Government agencies, Autonomous Bodies, SPVs, Urban Development Authorities, or PSUs, for which the value of such multi-year consultancy assignment is not less than ₹7,23,76,900/-.</p> <p>Rationale: The amendment is required to eliminate ambiguity regarding acceptance of programme-level PMU/PIU experience for eligible Social & Commercial Infrastructure assets including those implemented under Smart city projects as such projects are commonly implemented through Government agencies and SPVs rather than standalone construction contracts.</p>												
<p>9.</p>	<p>Page no 44, Section-2 Qualifying Criteria,</p>	<p>Clause 3.2 Key experts</p> <table border="1"> <thead> <tr> <th data-bbox="472 1465 560 1917">S.No.</th> <th data-bbox="560 1465 647 1917">Designation of key technical staff</th> <th data-bbox="647 1465 735 1917">Maximum no of posts</th> <th data-bbox="735 1465 823 1917">Minimum Education as per requirement</th> <th data-bbox="823 1465 943 1917">Experience (Years)</th> <th data-bbox="943 1465 1190 1917">Projects</th> </tr> </thead> <tbody> <tr> <td data-bbox="472 1917 560 2043">1</td> <td data-bbox="560 1917 647 2043">Senior Estimator</td> <td data-bbox="647 1917 735 2043">5</td> <td data-bbox="735 1917 823 2043">10</td> <td data-bbox="823 1917 943 2043">i. 12 years of experience: 10 points</td> <td data-bbox="943 1917 1190 2043">i. For each similar nature of project costing more than</td> </tr> </tbody> </table>	S.No.	Designation of key technical staff	Maximum no of posts	Minimum Education as per requirement	Experience (Years)	Projects	1	Senior Estimator	5	10	i. 12 years of experience: 10 points	i. For each similar nature of project costing more than	<p>We request the Authority to kindly waive the requirement of 'Certification in Quantity Surveying'.</p> <p>It is clarified that certification in Quantity Surveying is not a mandatory requirement and carries only 05 marks under evaluation criteria. Accordingly, non-submission of such certification shall not lead to disqualification, however, marks shall be awarded only if valid certification is submitted.</p>
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	<p>n-2 Qualifying Criteria, Clause 3.2 Key experts</p>		<p>ilar project experience instead of restricting to healthcare project experience for the following positions: • Team Leader • Deputy Team Leader 1 • Deputy Team Leader 2 • Deputy Team Leader 3 • Deputy Team Leader 4 • Senior Architect • Senior Civil Engineer • Senior Electrical Engineer • Contract & Procurement Expert</p>	<p>ect experience is already considered for evaluation of Key Experts as per the provisions of the tender. The additional marks specified for healthcare projects are only by way of weightage, considering the specialized nature of the assignment, and do not restrict eligibility to healthcare experience alone.</p> <p>The query has been examined but not acceded to. Tender condition shall prevail.</p>						
<p>12.</p>	<p>Page no 39 to 44, Section-2 Qualifying Criteria</p>	<p>3.2 Key experts</p>	<p>We request you to also consider Diploma holders with additional experience of seven years over and above the specified experience of the graduates.</p>	<p>Please refer to addendum/corrigendum.</p>						
<p>13.</p>	<p>Page no 39, Section-2 Qualifying Criteria</p>	<p>3.2 Key experts</p> <table border="1" data-bbox="479 1444 938 1766"> <thead> <tr> <th data-bbox="479 1444 524 1556">S. No</th> <th data-bbox="524 1444 870 1556">Essential</th> <th data-bbox="870 1444 938 1556">Max marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="479 1556 524 1766">1</td> <td data-bbox="524 1556 870 1766">Professionally qualified technical staff as key personnel</td> <td data-bbox="870 1556 938 1766">50</td> </tr> </tbody> </table>	S. No	Essential	Max marks	1	Professionally qualified technical staff as key personnel	50	<p>We understand that 14 no. of key experts are required to be deployed and the CV for the same is also required to be submitted along with the Technical Proposal.</p> <p>We request you to consider rationalizing the requirement by reducing the number of key experts and permitting a higher proportion of non-key experts, without compromising the intended scope and quality of services.</p>	<p>It is to clarify that the CVs of personnel as mentioned for key experts in clause 3.2 shall be attached with technical bid.</p> <p>The query has been examined but not acceded to. The tender condition shall prevail.</p>
S. No	Essential	Max marks								
1	Professionally qualified technical staff as key personnel	50								

			<p>We request you to only insist on the CVs of the Team Leader and Deputy Team Leader for the technical proposal and others could be termed as non-key experts. CVs of non-key experts will be presented for approval prior to actual deployment.</p> <p>We are afraid, if this relaxation is not granted, there will be need for frequent replacements.</p>	
<p>14.</p>	<p>Page no 40 onwards, Section-3.2 Key Experts (All 14 Positions)</p>	<p>The RFP prescribes relatively high minimum years of experience for Key Experts (e.g., Team Leader – 20 years; Deputy Team Leaders – 12 years, Senior Architect, Senior Civil, mechanical, electrical, healthcare planning, contract and procurement, finance experts -15 years, QS and Environment-12 years etc.). Further, marks for similar projects are evaluated on a pro-rata basis against the candidate having the maximum number of projects, with no upper cap on project experience considered</p>	<p>It is requested to kindly consider the following:</p> <p>(i) relax the minimum years of professional experience prescribed for all Key Expert positions, as per the indicative levels below, while retaining evaluation based on relevance and adequacy of experience:</p> <ul style="list-style-type: none"> • Team Leader – 15 years • Deputy Team Leaders (1–4) – 10 years • Senior Architect – 10 years • Senior Civil / Mechanical / Electrical Engineers – 10 years each • Healthcare Planning Expert – 8 years • Contracts & Procurement Expert – 8 years • Finance / Cost Control Expert – 8 years • Quantity Surveyor – 8 years • Environment / EHS Expert – 7 years <p>And (ii) remove the pro-rata evaluation methodology for proj</p>	<p>Please refer to addendum/corrigendum.</p>

			ect experience by introducing a reasonable maximum cap of 5 Nos of project on the number of similar/healthcare projects considered for awarding marks. This will ensure that experience evaluation is based on adequacy and relevance to project requirements and is not disproportionately influenced by outlier CVs with exceptionally high number of projects, thereby enabling fair, objective, and consistent assessment while fully preserving the intent and technical rigour of the QCBS framework.	
15.	Page no 45, Section-2 Qualifying Criteria	3.3 Past experience 1 & 2 - The evaluation of bidders' experience under This clause is based on the cost of services executed for each eligible projects completed or substantially completed in the last ten years.	Requesting to consider the eligible project under similar projects/healthcare from last 15 years.	Please refer to addendum/corrigendum.
16.	Page no 36-37, Section-2 Qualifying Criteria	1.2 Definition of Similar works: ii. work experience	In line with the similar tender floated by other PSUs in the recent past for similar scope of work; we request to kindly include Project Value Indexation clause as part of this tender as well. Such type of projects are longer duration by nature and they take time to complete. Indexation of project value shall enable to normalize the project value with current trend considering the inflations in the market. Therefore, we request to add the clause below: "For Section 2, point A (i). mentioned above, Value of work is to be updated with indices for "All India Avg	Tender document shall prevail.

. Consumer Price index for industrial workers" and "Monthly Whole-Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula

□

Where

P = Updated value of work

R = Value of executed work
XN = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

X0 = All India Avg. Consumer Price index for industrial workers for last month of work execution. YN = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

Y0 = Monthly Whole Sale Price Index for All Commodities for last month of work ex

<p>17.</p>	<p>Page no 45, Section-3.3 Past Experience & Performance of works:</p>	<p>Marks for experience in similar works and hospital/medical college projects are awarded on a pro-rata basis against the bidder having the maximum number of projects, with no defined upper limit on number of projects considered.</p>	<p>It is requested to kindly define a reasonable maximum cap on the number of projects considered for awarding marks under Clause 3.3, instead of evaluating bids on a pro-rata basis against the highest experienced bidder. For example, full marks may be awarded on meeting a fixed threshold (such as 5 similar works under Clause 3.3.1 and 3 hospital/medical college works under Clause 3.3.2), with additional projects beyond the cap not carrying extra marks. This will ensure fair and objective evaluation and avoid distortion due to bidders with an exceptionally high number of projects</p>	<p>Please refer to addendum/corrigendum.</p>										
<p>18.</p>	<p>Page no 45, Section-2 Qualifying Criteria</p>	<table border="1"> <tr> <td colspan="2" data-bbox="474 1155 945 1249"> <p>3.3 Past Experience & Performance of works</p> </td> </tr> <tr> <td data-bbox="474 1249 690 1522"> <p>“Essential”</p> </td> <td data-bbox="690 1249 945 1522"> <p>Maximum marks</p> </td> </tr> <tr> <td data-bbox="474 1522 690 1921"> <p>1 Experience in similar works during last ten years: Projects successfully completed or substantially completed</p> </td> <td data-bbox="690 1522 945 1921"> <p>2 The Bidder with maximum number of projects will be given full 20 points and all others will be given a score on pro rata basis.”</p> </td> </tr> <tr> <td colspan="2" data-bbox="474 1921 945 2041"> <p>“Essential”</p> </td> </tr> <tr> <td data-bbox="474 1953 690 2041"> <p>S</p> </td> <td data-bbox="690 1953 945 2041"> <p>a</p> </td> </tr> </table>	<p>3.3 Past Experience & Performance of works</p>		<p>“Essential”</p>	<p>Maximum marks</p>	<p>1 Experience in similar works during last ten years: Projects successfully completed or substantially completed</p>	<p>2 The Bidder with maximum number of projects will be given full 20 points and all others will be given a score on pro rata basis.”</p>	<p>“Essential”</p>		<p>S</p>	<p>a</p>	<p>We understand that the Bidder with the maximum number of projects will be awarded full marks, and all other bidders will be scored on a pro rata basis.</p> <p>We request you to specify a maximum number of projects to be considered for evaluation to ensure fair assessment among bidders.</p>	<p>Please refer to addendum/corrigendum.</p>
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		. N o .	x m a r k s		
		2	1 5 The Bidder with maximum number of projects will be given full 15 points and all others will be given a score on pro rata basis		
19.	Page no 48 , Section-2 Qualifying Criteria	4. Documents to be furnished for evaluation of bids: Copies of certificates in respect of execution / completion of similar works to establish eligibility as mentioned para 1 (ii) of this section.		Request you to consider the following. If the bidder has signed NDA (Non-Disclosure agreement) with his client for not disclosing the value of completed work or completion certificate indicating value of completed work is not issued by their client, then a Certificate from a Statutory Auditor / Practicing Chartered Accountant, along with a self-certification / declaration from the CEO/CFO / authorized Director (or Proprietor / all Partners in case of non-company entities) shall be issued by the bidder. confirming that the assignment meets the prescribed eligibility criteria. Bidder to also provide a project brief including scope, deliverables, sector, client type, contract commencement date, completion date, duration, and contract value (either exact value or confi	Please refer to addendum/corrigendum.

			<p>Information that the value exceeds the threshold specified in NIT) and any other document which will help ESIC to confirm that bidder qualifies the BQC. All these information has to be certified by the practicing CA along with his UDIN number. Additionally, the bidder may provide the contact details of the authorized person/reference points from the clients/companies for verification if the same is sought by ESIC.</p>	
<p>20.</p>	<p>Page no 70-75, Section 7.2 Deployment of Personnel</p>	<p>7.2. ESIC expects that all personnel approved under this Agreement shall remain available throughout the implementation of the assignment. Substitution of personnel shall be permitted only in cases beyond the Project Implementation Unit's control, such as medical incapacity, death, or resignation. A maximum substitution of 30% of personnel deployed in the contract and that too by only equally or better qualified and experienced personnel shall be permitted during the entire contract period.</p> <p>The following terms shall govern the substitution ensuring that equal or higher qualifications and experience personnel shall be engaged:</p> <p>a) The first substitution of 10% of personnel deployed in the contract and that too by only equally or better qualified and experienced personnel shall be permitted during the entire contract period without any penalty.</p> <p>b) Further, next 10% of substitution shall attract deductions of 10% of reimbursement of personnel from the date of substitution of personnel.</p> <p>c) Further for the next 10% of substitution, it shall attract deductions of 20% of reimbursement of personnel from the date of substitution of personnel. These reductions would apply from the date of replacement until the contract's completion.</p>	<p>Considering that the assignment is of long-term duration, continuity of individual resources over the entire contract period is subject to factors beyond the bidder's control, such as career progression, personal circumstances, or other unavoidable reasons.</p> <p>In such cases, where the Project Implementation Unit proposes replacement personnel possessing qualifications and experience equal to or higher than those prescribed in the RFP, and such personnel are submitted for and approved by ESIC, it is requested that:</p> <ul style="list-style-type: none"> • The numerical cap of 30% on personnel substitution shall not be applied; and • No penalty or reduction in reimbursement shall be levied for such substitutions, provided service continuity and quality are 	<p>Please refer to addendum/corrigendum.</p>

			<p>maintained to ESIC's satisfaction.</p> <p>Rationale: The restriction or penalization of substitution in cases where equivalent or superior resources are deployed with ESIC approval may adversely impact delivery in long-term assignments and compel bidders to factor uncontrolled.</p>	
21.	Page no 70, Section-3 Scope of Work,	<p>"7.2.</p> <p>a) The first substitution of 10% of personnel deployed in the contract and that too by only equally or better qualified and experienced personnel shall be permitted during the entire contract period without any penalty.</p> <p>b) Further, next 10% of substitution it shall attract deductions of amount of 10% of reimbursement of personnel from the date of substitution of personnel.</p> <p>c) Further for the next 10% of substitution, it shall attract deductions of amount of 20% of reimbursement of personnel from the date of substitution of personnel."</p>	<p>We respectfully request you to limit the maximum penalty to 3% of the total consultancy fee payable to the consultants.</p>	Please refer to addendum/corrigendum.
22.	Page no 73-74, Section-3 Scope of Work,	<p>7. Deployment of Personnel</p> <p>Key or non-key professional</p>	<p>We request the Authority to kindly confirm whether submission of CVs for non-key experts is required at this stage.</p>	It is to clarify that the CVs of personnel as mentioned for key experts in clause 3.2 shall be attached with technical bid.
23.	Page no 75, Section-3 Scope of Work	<p>"7.11. Age of the Key Personnel proposed should not be more than 65 (sixty five) Years on the last day of submission of proposal."</p>	<p>We respectfully request you not to insist on a maximum age of '65 years' for key personnel. Kindly consider.</p> <p>A medical fitness certificate can also be submitted along with the CV.</p>	Please refer to addendum/corrigendum.
24.	Page no 96, Forms of Contract	<p>clause 2.1.2 Commencement of Services</p> <p>The Project Implementation Unit shall commence the Services within a period mentioned in work order or 15 days whichever ever is earlier, unless otherwise agreed</p>	<p>Request to kindly amend the clause as below:</p> <p>The Project Implementation Unit shall commence the Services</p>	Please refer to addendum/corrigendum.

		by the Parties.	es within a period mentioned in work order or 15-30 days whichever is earlier, unless otherwise agreed by the Parties.	
25.	Page no 98, Section 5	New clause under 1.11 (say 1.12)	We request to add the clause below: Consultant's termination right: "The Consultant may suspend or terminate the Contract, by I not less than thirty (30) days' written notice of termination to ESIC, in case: a) ESIC does not make payment to the Consultant. b) ESIC does not adhere to the arbitration judgment. c) If the Consultant determines that a law, regulation or anything having similar import, or circumstances (including cases where ESIC's ownership or constitution has changed), makes the Consultant's performance of the Contract impermissible or in conflict with independence or professional rules applicable to the Consultant."	The query has been examined but not accepted to. Tender condition shall prevail
26.	Page no 108, Form of Contract	4. Payment term	We request mobilization advance of 10% (against Bank Guarantee) of total consultancy fee payable to the consultants.	The query has been examined but not accepted to. Tender condition shall prevail
27.	Page no 112-113, Section 12- Liquidated Damages and Penalties	12.1 Liquidated damages for Performance/error/variation In the event that any error or variation is found in the reports submitted by the Project Implementation Unit, or failure to submit reports on time and incident is attributable to negligence or lack of due diligence on the part of the Project Implementation Unit, the resulting damages shall be reasonably assessed by the ESIC and recovered as deemed liquidated damages.	It is requested to kindly clarify that the overall cap of 10% of the Agreement Value , as stipulated under Clause 12.1, shall apply collectively to all liquidated damages, penalties, and recoveries imposed under the Contract, including those arising	It is to clarify that the maximum limit of 10% of the Agreement Value under Clause 12 shall apply only to liquidated damages arising out of performance, error, variation,

		<p>ESIC reserves the right to impose the penalty at 0.50% of the monthly billable value of the PIU per such incident, subject to a maximum limit of 10% of the Agreement Value.</p>	<p>due to non-mobilisation or shortfall of minimum manpower, personnel substitution, attendance-based deductions, delayed reporting, or performance-related errors, so as to avoid multiple penalties for the same or related causes.</p> <p>Rationale: Consolidated penalty cap prevents disproportionate multiple recoveries, encourages competitive pricing, and avoids bidders loading excessive risk premiums into quoted rates.</p>	<p>for delay in reporting as explicitly provided in the Contract</p>
<p>28.</p>	<p>Page no 113, Section 5</p>	<p>Clause 12.2 limitation of Liability Limitation of Liability a) The Project Implementation Unit liability under this Contract shall be as determined under the Applicable Law. b) The Project Implementation Unit shall not be liable to the ESIC, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, or loss of "interest" costs, provided that this exclusion shall not apply to any obligation of the Project Implementation Unit to pay liquidated damages to the ESIC; and the Project Implementation Unit shall replace all the equipment/resources which is intentionally / accidentally damaged during the course of supply of services. c) The aggregate liability of the Project Implementation Unit to the ESIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, agreed by the both parties; provided that this limitation shall not apply to any obligation of the Project Implementation Unit to indemnify the ESIC with respect to intellectual property rights infringement.</p>	<p>Limitation of Liability a) The Project Implementation Unit liability under this Contract shall be as determined under the Applicable Law. b) The Project Implementation Unit shall not be liable to the ESIC, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, or loss of "interest" costs, provided that this exclusion shall not apply to any obligation of the Project Implementation Unit to pay liquidated damages to the ESIC; and the Project Implementation Unit shall replace all the equipment/resources which is intentionally / accidentally damaged during the course of supply of services. c) The aggregate liability of the Project Implementation Unit t</p>	

			<p>to the ESIC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, agreed by the both parties; provided that this limitation shall not apply to any obligation of the Project Implementation Unit to indemnify the ESIC with respect to intellectual property rights infringement.</p>	
<p>29.</p>	<p>Page no 113-114, Section 5</p>	<p>Clause 13 Indemnity Clause</p> <p>13.1 The Project Implementation Unit hereby agrees to indemnify and keep the ESIC indemnified from and against any financial loss (including reasonable counsel fee) or damages caused to the ESIC arising out of misrepresentation, negligence, misconduct and/or misdemeanor or any breach of applicable laws or of the provisions of this Agreement on the part of the Project Implementation Unit or any of its employees etc. 13.2 The Project Implementation Unit shall indemnify, defend, and hold harmless ESIC, its officers, directors, employees, agents, and assigns (collectively, the "Indemnitees"), from and against any and all claims, losses, expenses, damages, liabilities, and costs (including reasonable counsel fees and expenses) arising out of or in connection with any of the following: a. any breach of this Agreement by Project Implementation Unit; b. any claims arising out of Project Implementation Unit's use of the ESIC's intellectual property; c. any willful misconduct, negligence, recklessness, or unlawful act of the Project Implementation Unit or its agents or employees related to project or at project site; d. any third party claims or actions related to the Project Implementation Unit's products, services, or activities; and e. any claims arising out of any third party products, services, or activities provided by Project Implementation Unit to the ESIC.</p> <p>13.5 It is further agreed between the parties that in the event of any accident occurring as aforesaid and claim for compensation being made by the worker... the Project Implementation Unit will be liable to pay the ESIC all cost charges and expenses reasonably incurred by the ESIC in that behalf and the amount of such co</p>	<p>13.1 The Project Implementation Unit hereby agrees to indemnify and keep the ESIC indemnified from and against any financial loss (including reasonable counsel fee) or damages caused to the ESIC arising out of misrepresentation, negligence, misconduct and/or misdemeanor or any breach of applicable laws or of the provisions of this Agreement on the part of the Project Implementation Unit or any of its employees etc. 13.2 The Project Implementation Unit shall indemnify, defend, and hold harmless ESIC, its officers, directors, employees, agents, and assigns (collectively, the "Indemnitees"), from and against any and all claims, losses, expenses, damages, liabilities, and costs (including reasonable counsel fees and expenses) arising out of or in connection with any of the following:</p> <p>a. any breach of this Agreement by Project Implementation U</p> <p>b. any claims arising</p>	<p>Please refer to addendum/corrigendum.</p>

		<p>sts charges and expenses incurred and demanded by the ESIC shall be binding on the PSU and it shall not be entitled to dispute the same.</p>	<p>out of Project Implementation Unit's use of the ESIC's intellectual property; c. any willful misconduct, negligence, recklessness, or unlawful act of the Project Implementation Unit or its agents or employees related to project or at project site; d. any third party claims or actions related to the Project Implementation Unit's products, services, or activities; and e. any claims arising out of any third party products, services, or activities provided by Project Implementation Unit to the ESIC.</p> <p>13.5 It is further agreed between the parties that in the event of any accident occurring as aforesaid and claim for compensation being made by the worker... the Project Implementation Unit will be liable to pay the ESIC all cost charges and expenses reasonably incurred by the ESIC in that behalf and the amount of such costs charges and expenses incurred and demanded by the ESIC shall be binding on the PSU and it shall not be entitled to dispute the same.</p>	
<p>30.</p>	<p>Page no 115, Section 5</p>	<p>Clause 13.6 Indemnity Clause</p> <p>Indemnifying ESIC regarding Copyright, Intellectual Property (IPR)</p> <p>All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the consultant under this Contract shall become and remain the property of th</p>	<p>We propose the below addition in the clause:</p> <p>1. DTTILLP shall retain all rights in the deliverables, software, materials, know-how, methodologies developed by DTTILLP</p>	<p>The query has been examined but not acceded to.</p> <p>Tender condition shall prevail</p>

		<p>e ESIC and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the ESIC's prior written consent. The consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the ESIC, together with a detailed inventory thereof. The Consultant (and its allied firms) shall maintain confidentiality and secrecy of ESIC's information provided to it (or that it comes across during execution of Contract). The consultant shall indemnify the ESIC against any breach of third party's IPR. Project Implementation Unit shall indemnify and hold harmless the ESIC and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the ESIC or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of performance of the service.</p>	<p>in connection with this Contract. 2. ESIC shall use the advice, opinions, reports or other work product of DTTILLP solely for the purposes specified in the NIT/ Scope of work and, in particular, shall not, without the prior written consent of DTTILLP, use any advice, opinion, report or other work product of DTTILLP in connection with business decisions of any third party or for advertisement purposes. 3. All the pre-existing Intellectual Property Rights (IPR) of DTTILLP shall vest with DTTILLP. 4. DTTILLP is not responsible if ESIC infringes the IPR by modifying the deliverables submitted by DTTILLP.</p>	
<p>31.</p>	<p>Page no 116, Section 5</p>	<p>Clause 13.7 Professional Indemnity insurance a. The Consultant shall, at its own cost, procure and maintain throughout the term of this Agreement and for a period of three (3) years thereafter, a valid Professional Indemnity Insurance Policy with coverage of not less than 20% of the total contract value. b. Proof of such insurance shall be furnished to the ESIC within 15 days of award of work and renewal thereof shall be ensured without lapse. c. The liability of the Consultant under this Clause shall be absolute and continuing, and shall survive the termination, completion, or expiry of this Agreement, without prejudice to any other rights or remedies available to the Employer under law or equity. d. No limitation of liability or exclusion clause contained elsewhere in this Agreement shall restrict or prejudice the Employer's rights under this Professional Indemnity Clause.</p>	<p>Kindly clarify whether the requirement for Professional Indemnity Insurance under Clause 13.7 is intended to apply only to liabilities arising from professional negligence or errors attributable to the Consultant in performance of the services, in accordance with the agreed Scope of Work. It is further requested to clarify whether the existence of the Professional Indemnity Insurance is not intended to override or expand the agreed limitation of liability under the Contract, except to the extent of coverage provided u</p>	<p>It is to clarify that the requirement of Professional Indemnity Insurance under Clause 13.7 is intended to cover liabilities arising out of professional negligence, errors, or omissions attributable to the PIU in the performance of services under the Scope of Work.</p>

			nder the applicable i	
			nsurance policy.	

This issues with the approval of Competent Authority.

The concerned bidders are requested to check further notification/updates, if any on <https://eprocure.gov.in> and <https://www.esic.nic.in/tenders>.

Note:

1. All relevant changes/modification are available on <https://eprocure.gov.in> and www.esic.nic.in/tenders.

2. All other terms & conditions remain unaltered

Digitally signed by
Sanjay Jain
Date: 11-05-2026
14:27:38
Chief Engineer(I/c)