



**NOTICE INVITING e-TENDER**

**ANNEXURE – 'A'**

**OFFICE OF STATE MEDICAL COMMISSIONER (TAMIL NADU)**  
**REGIONAL OFFICE**  
**EMPLOYEES' STATE INSURANCE CORPORATION**  
**143, STERLING ROAD,**  
**CHENNAI – 600 034.**

**Name of work : Special Repairs to convert D-type quarters in to RMO Office and Repairs to Existing godown, toilets and Electrical works of ESI Hospital, Salem.**

**Notice inviting e-tender**

Digitally Sealed e-tenders under (two bid system) in the prescribed format are invited from Registered/enlisted contractors for Special Repairs to convert D-type quarters in to RMO Office and Repairs to Existing godown, toilets and Electrical works of ESI Hospital, Salem.

**Schedule of e- tender**

<b>Details of e-tender</b>			
1. Mode of tendering	Online bidding system through <a href="https://esictenders.eproc.in">https://esictenders.eproc.in</a>		
2. Type of tender	Two bid system		
3. Value put to tender	₹ 42,26,084/-		
4. EMD	₹ 84,600/-		
<b>Time schedule of e-tender :</b>			
<b>S.No.</b>	<b>Particulars</b>	<b>Date</b>	<b>Time</b>
1.	Date of publishing e-tender	09/08/2017	10.00 am
2.	Last date of online bid submission	04/09/2017	03.00 pm
3.	Last date for submission of EMD with hard copy of scanned e-tender document	04/09/2017	03.00 pm
4.	Due date of opening of e-Tender (Technical Bid)	04/09/2017	03.30 pm

Bidder should carefully read all the terms & conditions before submitting their tender. The invitation to e-tender is subject to fulfillment of instructions and conditions as per schedules below:

Chapter I	Instruction regarding e-tendering
Chapter II	Instructions and Tender conditions

Any change in the tender shall be uploaded in the below mentioned website only and further notification shall not be issued in the newspaper. Hence the tenderers may visit the site regularly.

**Senior State Medical Commissioner (Tamil Nadu)**

## **Chapter 1**

### **Important 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>.**

**Bidders can contact our Helpdesk at <https://esictenders.eproc.in/html/Support.asp>**

**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.**

## Chapter - II

### INSTRUCTIONS AND TENDER CONDITIONS

1. **The interested bidders should submit the tender documents through online only at e-procurement portal <https://esictenders.eproc.in> from 09/08/2017 to 04/09/2017 upto 3.00 pm.**
2. The tender documents can be obtained by downloading it which is in pdf format from [www.esichennai.org](http://www.esichennai.org) and Central Public Procurement Portal: [www.eprocure.gov.in](http://www.eprocure.gov.in) (epublishing)
  - i. In addition to e-tender which has to be filed through online, the bidders also shall be required to file hard copies of Tender documents duly completed along with Earnest Money Deposit (EMD) and supported by requisite documents and the forms, as mentioned in the tender document which should be submitted with covering letter in a sealed envelope duly super-scribed with the name of work and should be dropped in the tender box latest by **03.00 pm on 04/09/2017**.
  - ii. Date and time of opening of tender is **04/09/2017 at 3.30 PM**. The tender shall be opened in presence of Tenderer/Authorised Representatives who choose to be present.
3. For all practical purposes, the e-tender shall be considered for evaluation, however in case of any dispute, the physical documents would be scrutinized. The rates quoted in e-tender only will be considered for evaluation.
4. The amount of Earnest Money Deposit (EMD) is **`84,600/-** (Rupees **Eighty four thousand and six hundred only**) and should be paid in the form of DD/Pay Order, drawn in favour of ESI Fund A/c No. 1 payable at Chennai.
5. Tender form shall be duly filled up and completed in all respects. Incomplete tenders or tenders without EMD shall be treated as invalid.
6. Each and every page of the tender documents should bear stamp and signature of the authorized representative/quoting firm. Format I & II enclosed shall be filled without exception. The tenderer shall also enclose the copies of documents in support of details about the firm besides latest Income Tax returns, ESI & EPF Registration, GST Registration, VAT & Service Tax Registration and work completion certificates etc. All these documents shall be kept inside the Technical Bid cover.
7. Rates quoted through on line shall be firm, fixed and are inclusive of cost of manpower, material, machinery, tools & plant etc., duties & levies, insurance etc. and statutory taxes such as Labour Welfare Cess etc but excluding Goods and Services Tax. No escalation of whatsoever shall be payable later on.

8. The GST at application rate will be reimbursed on submission of proper document in the proof for the remittance to the concern department for the work “**Special Repairs to convert D-type quarters in to RMO Office and Repairs to Existing godown, toilets and Electrical works of ESI Hospital, Salem.**” However, the responsibility towards payment of GST lies with the contractor.
9. The envelope containing scanned tender document shall be sealed and bear the **name of work** and the **name and address of the tenderer**.
10. Conditional tenders are liable to be rejected.
11. The site for the work can be inspected on any working day during office hours by contacting the ESIC Engineers
12. The tender for the work shall remain open for acceptance for a period of **60 days** from the date of opening of tender.
13. The Competent Authority of ESIC, reserves the right to accept or reject any tender or all tenders without assigning any reason.
14. The EMD of unsuccessful tenderers shall be refunded within one month after the award of work to the successful tenderer.
15. Contractor to whom the work is awarded shall execute the work himself / agency and they should not be allowed to sublet the work to any other agency and if any comes to the notice of ESIC at any point of time during execution of subletting then the contractor shall not be allowed to participate in further any tender in ESIC of Tamilnadu Region and also action will be taken for cancellation of existing contract.
16. **Eligibility criteria:**
  1. Registration / Enlisted from any State PWD / CPWD / Public Sector and Government Undertakings with current validity for both Civil and Electrical works with appropriate class
  2. The tenderer should have minimum three years experience as on tender opening date in works of similar nature from Central or State Government organization / Public Sector / Government Undertakings and documentary evidence with copies of work orders, agreement copy and completion certificate from the client department alongwith work value shall be enclosed in the formats I & II as annexed in Part ‘A’
  3. The tenderer should have successfully completed the following value of similar nature of works in the last 7 years as on tender opening date.
    - i. One Special Repair (Civil & Electrical) works of value not less than ` 33,80,900/-  
or
    - ii. Two Special Repair (Civil & Electrical) works of value each not less than ` 21,13,100/-  
or
    - iii. Three Special Repair (Civil & Electrical) works of value each not less than ` 16,90,500/-

- iv. Average Annual financial turnover during the last three financial (2013-14, 2014-15, 2015-16) years should be at least `12,67,900/- and statement to be authenticated by Chartered Accountant.
4. The tenderer must be registered in GST, ESI, EPFO and also shall furnish the self attested copies of remitted challan for latest six months as mentioned below.
- (i) ESI, EPFO, Service Tax & VAT.
  - (ii) Any other registration which is mandatory for such agencies stipulated by concerned authorities from time to time.
5. The following documents must be submitted along with the Tender documents:
- (i) Income Tax returns for last three financial years (2013-14, 2014-15, 2015-16).
  - (ii) Audited Balance Sheet of Last three financial years (2013-14, 2014-15 & 2015-16) along with Income and Expenditure Statement (P&L Account & Audit Reports signed by Chartered Accountant to be submitted)
6. The tenderer must have Electrical Licence in the name of company / agency which is not less than "EA" i.e Grade 'A' issued by Electrical Licensing Board.
17. **Submission of bids:** Bidders should submit the tender through online only at <https://esictenders.eproc.in>, hard copy of the same proposals should be submitted in separate envelopes namely, "EMD" and "Technical Bid" (Part A) and "Financial Bid" (Part B) are duly sealed in two separate envelopes and these two envelopes must be kept inside a separate big size third envelope and clearly superscribed as "**Special Repairs to convert D-type quarters in to RMO Office and Repairs to Existing godown, toilets and Electrical works of ESI Hospital, Salem**" The envelope should be clearly marked as "**Technical Bid & EMD**" (Envelope-I) and "**Financial Bid**" (Envelope-II).
18. **Verification of EMD :** The Technical Bids dropped in the tender box will be opened first and Demand Draft for the EMD will be verified and after satisfying the EMD conditions the tender will be considered for evaluation of Technical Bid.
19. **Evaluation of Technical Bids :** After satisfying EMD, the technical bids will be evaluated by the committee to ascertain the qualifying criterion i.e. works experience, eligibility criteria, financial background etc.. The tenders will be evaluated based on the information sought for in the prescribed formats I & II of part A . All documents in support of details and work completion certificates etc., should bear the stamp and signature of the authorized representative / quoting firm and shall be enclosed with the Technical Bid.
20. **Financial bid :** The financial bid of the tenderers, whose Technical Bid is qualified, the qualified tenderers as per eligibility criteria and same will be opened in the presence of the tenderer, who choose to attend the opening of financial bid. Minimum two days notice will be given to the tenderer for this purpose.

21. Duly filled scanned tender document should be dropped in the tender box available at following address on or before **04/09/2017** upto **3.00 pm**.

**Senior State Medical Commissioner (Tamil Nadu)**  
**Regional Office,**  
**Employees' State Insurance Corporation,**  
**143, Sterling Road, Nungambakkam, Chennai – 600 034.**

22. Delay / Late tenders for whatever be the reason will be summarily rejected.
23. **Award of work** : The selection of the agency will be at the sole discretion of the ESIC who reserves its right to accepts or reject any or all the proposals without assigning any reason.
24. These instructions shall form a part of the contract document.

**GENERAL CONDITIONS OF CONTRACT**

## Definitions and interpretation

**Definitions**

- (a) In the contract (as hereinafter defined) the following works and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
- i) “Employer” means the ESIC and the legal successors in title to ESIC.
  - ii) “Engineer” means the person appointed by ESIC to act as Engineer for the purposes of the Contract.
  - iii) “Contractor” means an individual or firms (proprietary or partnership) whether incorporated or not, that has entered into contract (with the employer) and shall include his/its heirs, legal representatives, successors and assigns. Changes in the constitution of the firm, if any shall be immediately notified to the employer, in writing and approval obtained for continued performance of the contract.
- (b)
- (i) “Contract” means these conditions, the Specification, the Bill of Quantities, the Tender, the Letter of acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).
  - (ii) “Specification” means the specification of the works included in the Contract and any modification thereof.
  - (iii) “Drawings” means all the completion drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations, samples, patterns, models and other technical information of a like nature submitted by the Contractor and approved by the Engineer.
  - (iv) “Bill of Quantities” means the priced and competed bill of quantities forming part of the Tender.
  - (v) “Tender” means the Contractor’s priced offer to the Employer for the execution and completion of the works and the remedying of any defects therein accordance with the provisions of the Contract, as accepted by the Letter of Acceptance. The word tender is synonymous with “Bid” and the words “Tender Documents” with “Bidding Documents”.
  - (vi) “Letter of Acceptance” means the formal acceptance of the tender by ESIC.

- (vii) “Contract Agreement” means the contract agreement (if any) referred to in (b) (i) above.
- (viii) “Appendix to Tender” means the appendix comprised in the form of Tender annexed to these Conditions.
- (c) (i) “Commencement Date” means the date upon which the Contractor is handed over with the site.
- (ii) “Time for Completion” means the time period for which the contract of Special Repairs has been awarded by the employer to the contractor.
- (d) (i) “Taking over Certificate” means a certificate issued by employer evidencing successful completion of the awarded work.
- (e) (i) “Contract Price” means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the works and remedying of any defects therein in accordance with the provisions of the Contract.
- (ii) “Retention Money” means the aggregate of all monies retained by the Employer.
- (f) (i) “Works” means the Permanent Works and the Temporary Works or either of them to be executed in accordance with the contract.
- (ii) “Site” means the places provided by the Employer **Special Repairs to convert D-type quarters in to RMO Office and Repairs to Existing godown, toilets and Electrical works of ESI Hospital, Salem.**
- (iii) “Cost” means all expenditure properly incurred or to be incurred, whether on or off the site, including over head and other charges but does not include any allowance for profit.

1. **ENGINEER - *Engineer s Duties and Authority***

The Engineer shall carry out the duties specified in the Contract

2. **Custody and supply of drawings and documents**

The drawings shall remain the sole custody of the Employer/Engineer, but copies as required thereof shall be provided to the contractor free solely for the purpose of this contract.

3. **Sufficiency of Tender**

The Contractor shall be deemed to have based his Tender on the data made available by the Employer and on his own inspection and examination of the site conditions besides all prevailing statutory taxes.

4. **Contractors’ Employees**

The Contractor shall provide on the Site qualified and experienced technical staff in connection with **Special Repairs to convert D-type quarters in to RMO**



**Office and Repairs to Existing godown, toilets and Electrical works of ESI Hospital, Salem** remedying of any defects therein.

**5. Engineer at Liberty to Object**

The Engineer shall be at liberty to object and to request the Contractor to remove forthwith from the works any person provided by the Contractor, who in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the works without the consent of the Engineer. Any person so removed from the Works shall be replaced as soon as possible by a qualified person approved by the Engineer.

**6. Safety, Security and Protection of the Environment**

The Contractor shall, throughout the execution and completion of the works and the remedying of any defects therein:

- i) Have full regard for the safety of all persons entitled to be upon the site and keep the site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons, and
- ii) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works or for the safety and convenience of the public or others, and
- iii) Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of work.

**7. Procurement of materials :**

The Contractor shall procure all the materials required for the work and the materials shall be in accordance with the relevant specifications of CPWD/BIS. The materials shall be got approved by the Engineer-in-charge before it is consumed into works. The contractor shall also arrange all the required plant and machinery.

**8. (a) Insurance of work by the Contractor for his liability :**

The contractor should get necessary insurance cover for the work towards all his liabilities due to the work such as.

- (i) Any loss or damage to property and life arising from a cause for which contractor / his employees are responsible, during the period of work.
- (ii) Any loss or damage occasioned by the Contractor / his employees in the course of any work carried out by them for the purpose of complying with the obligations of the work.

It shall be the responsibility of contractor to notify the Insurance Company of any change in the nature and extent of the works and to ensure the adequacy of insurance cover all times during the period of contract.

(b) **Damage to Persons and Property**

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:

- (a) death of or injury to any person, and
- (b) loss or damage to any property

Which may arise out of or in consequence of the works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

9. **Evidence and Terms of Insurance**

The Contractor shall take out appropriate insurance to cover his work and workers and staff employed him fully. The contractor shall provide evidence to the Engineer/Employer as soon as practicable after the respective insurance has been taken out but in any case prior to start of work at the site that insurance required under Contract have been effected.

10. **Accident or injury to Workmen**

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman for death or injury resulting from any act or default of the contractor. The contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and expenses whatsoever in respect thereof or in relation thereto.

11. **Compliance with Statutes, Regulations**

The Contractor shall conform in all respects, including by giving of all notices and the paying of all fees, with the provision of :

- (a) Any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and
- (b) The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provision.
- (c) Any changes required for approval due to revision of the local laws.

12. **Compliance with labour laws**

The contractor shall be responsible for ensuring compliance with the labour laws that may be in force from time to time. All liabilities on account of the same shall be met by the Contractor.

13. **Default of contractor in compliance**

In case of default on the Contractor in carrying out such instruction within the time specified therein or, in none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly.

14. **Time for Completion**

**Special Repairs to convert D-type quarters in to RMO Office and Repairs to Existing godown, toilets and Electrical works of ESI Hospital, Salem** should be completed within the period of **90 days** from the date of issue of the work order. If the Contractor fails to complete the work in time liquidated damages at 1.25% of total value of work under measurable items of work above shall be recovered subject to maximum of 5% of the above total value.

15. **Extension of Time for Completion**

**Special Repairs to convert D-type quarters in to RMO Office and Repairs to Existing godown, toilets and Electrical works of ESI Hospital, Salem** should be completed within the period specified in the terms and condition. However, extension of time will be given, if the work is delayed due to administrative reasons or due to natural calamities for which necessary requests to be given by the contractor to the authorities for granting extension of time.

16. **Defect liability period**

Defect liability period shall be **12 months** from the date of completion of work under BOQ measurable works. The contractor shall rectify at his own expenses any defect in the work carried out by him during this period. On failure of the contractor to do so, the same shall be completed by the employer at the risk and cost of the contractor.

17. **Contractor's failure to carry out Instructions**

In case of default on the part of the Contractor in carrying out defect rectification works, the Employer/Engineer shall be entitled to employ and pay other persons to carry out the same and if such work, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor.

18. **Instruction for Variations**

Quantities given in the BOQ are estimated quantities. The quantity of any particular item may vary to any extent during execution, if found necessary. Variation in quantity in particular items or overall cost, does not entitle contractor to claim any extra cost.

## **MEASUREMENT**

### **19. Works to be measured for BOQ items**

The Engineer shall determine by measurement of the value of actual work done in accordance with the Contract and the Contractor shall be paid proportionately. Part rate shall be made for any part of BOQ items not fully executed. Engineer shall be at liberty to decide the break up of Lump Sum items and to decide the part rate for any particular item.

### **20. Method of Measurement**

The works shall be measured net, notwithstanding any general or local custom, except where otherwise provided in the Contract.

### **21. Deduction of Statutory Taxes**

The amount to be deducted towards the advance income tax shall be at the rates applicable. Further, recoveries towards statutory Taxes such as Labour Welfare Cess etc due to the contractors' will be deducted from the contractors' payment as per prevailing norms. In respect of GST, the same shall be paid by the contractor to the concerned department and it will be reimbursed to the contractor by the competent authority after satisfying that it has been actually and genuinely paid by the contractor towards this works (or) as per the rules prevailing at the time of completion of works.

### **22. EMD**

The EMD of the unsuccessful tenders will be returned within 30 (thirty) days of the award of contract. In case of the successful tenderer, the EMD shall be adjusted against Security Deposit to be retained by the Corporation.

### **23. Performance Guarantee**

The contractor is to submit Performance Guarantee for a value of 5% of the Tender value in the form of bank guarantee within two weeks from the date of acceptance letter. The work order will be issued only after submission of Performance Guarantee. Performance Guarantee shall be valid for the duration of contract period plus 60 days.

### **24. Security Deposit**

Security deposit at 5% shall be deducted from each bill due to the contractor which shall be refunded after expiry of defect liability period of one year from the date of completion of work. The defect noticed within the period should be rectified by the contractor to the satisfaction of ESIC. If the contractor fails to rectify any such defect within 15 days from the date of intimation, the ESIC is at liberty to get it done through other means and the expenditure towards it inclusive of incidental and miscellaneous charges will be recovered from the Security Deposit.

25. **Default of Contractor**

If the performance of the contract is not satisfactory and not corrected within 15 days of receiving notice, then employer shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Contractor.

26. **Amicable Settlement of Dispute**

The party shall use their best efforts to settle amicably all disputes arising out of or in connection this contract or the interpretation thereof.

26.1 Arbitration.

Any dispute and differences relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter of thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof in respect of which :- Amicable settlement has not been reached, shall be referred to the Sole Arbitration of the **Chief Engineer, ESIC** who shall proceed as per the Arbitration Act, 1996.

26.2 The work under the contract shall continue, during the Arbitration proceedings.

26.3 The award of the Arbitrator shall be final, conclusive and binding on both the parties.

27. **Payment on termination ;** In the event of termination of the contract, employer shall be at liberty to get balance work done at the risk and cost of the contractor and due payment of the contractor, if any, shall be released after the completion of whole of the works.

28. The Contractor shall procure all the materials required for the work and the materials shall be in accordance with the relevant specifications of CPWD/IS specification/manufacturers specifications. The materials shall be got approved by the ESIC Engineer before it is consumed into works. The contractor shall also arrange all the required plant and machinery.

29. The contractor shall also be responsible for proper handing over of the dismantled materials to ESIC Engineer along with details of the same in writing.

30. Disposal of building rubbish/malba/ similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading at the approved municipal dumping ground.

PARTICULAR CONDITIONS OF CONTRACT

- § CPWD specifications shall be followed. Where not available, BIS/Engineering practice as directed by the Engineer shall be followed.
- § As the work will have to be carried out in building and area in use the contractor shall ensure :
- a) That the normal functioning of ESIC activity is not affected as far as possible.
  - b) That the work is carried out in an orderly manner without noise and obstruction to flow of traffic.
  - c) That all rubbish etc. is disposed off at the earliest and place is left clean and orderly at the end of each day's work.
  - d) The contractor shall ensure that the staff for the work of **Special Repairs to convert D-type quarters in to RMO Office and Repairs to Existing godown, toilets and Electrical works of ESI Hospital, Salem** are qualified in Civil and licensed in Electrical and all are shall be responsible for their conduct. The staff should behave in a courteous manner. The contractor shall be held responsible for any loss or damage to ESIC property during execution.
  - e) The contractor shall ensure safety of his workers and others at site of work and shall be responsible for any consequence arising out of execution of work.
  - f) The contractor shall be responsible for proper handing over of the valuable / reasonable dismantled materials, if any, to ESIC in-charge along with details of the same in writing. Further, the contractor shall also ensure proper record keeping and storing of irreparable/dismantled materials, when instructed to do so.
  - g) The contractor has to make his own arrangement for water supply and electricity for use of the same including drawing temporary lines etc. The responsibility for following relevant rules, regulations and loss in the regard shall be entirely that of the contractor.
  - h) Formats of Performance Guarantee and Contract Agreement are at enclosed as Enclosure I and II respectively.

**(TO BE TYPED ON BIDDER'S LETTER HEAD)**

**UNDERTAKING**

To,

**Senior State Medical Commissioner (Tamil Nadu)  
Office of State Medical Commissioner  
Regional Office, ESIC, Chennai-34**

**Sub: Tender for Special Repairs to convert D-type quarters in to RMO Office and Repairs to Existing godown, toilets and Electrical works of ESI Hospital, Salem - Reg**

Sir,

1. I/We hereby agree to abide by all the terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We shall deploy only physically and mentally fit personnel.

Signature

Name

Seal

**Check list of the documents to be submitted with the tender**

Confirm the enclosure of all the below listed documents without which tenderer may not be eligible to participate in the tender.

<b>S.No</b>	<b>Items</b>	<b>Yes/No</b>
1.	EMD	
2.	Tender form with complete technical bid with all pages serially numbered, signed and stamped on each page	
3.	Audited Balance sheet of last three financial years 2013-14, 2014-15, 2015-16 with details of annual turnover, profit/loss account etc.	
4.	Income tax statement of last three financial years (2013-14, 2014-15, 2015-16) and paid acknowledgment.	
5.	Attested Photo copy of PAN Card	
6.	ESI Registration certificate copy with payment details with last six months	
7.	EPFO Registration certificate copy with latest payment detail with last six months	
8.	GST Registration as per latest directives and Service Tax and VAT payment for last six months	
9	Documents in support of contracts fulfilled in last 3 years along with their values in support of the experience and financial credibility with TDS (Form-26 A) Certificate	
10	Satisfactory completion of contract certificate from previous organizations	
11	Copy of Registration/enlistment with any Central/State PWD /PSU/Autonomous Bodies for civil and electrical with current validity.	
12	Contractors Employees qualifying certificates as required for financial bid.	
13	Copy of the Electrical Licence of the company (not less than "EA" - Grade 'A')	
14	Any other details	



**PART-A**  
**(Technical Bid)**  
**Format - I**

**BRIEF DESCRIPTION OF THE FIRM**

**(All the columns should be filled up properly. Otherwise the bid submitted will be considered as incomplete)**

**a. BRIEF DESCRIPTION OF THE FIRM**

**(With an outline of the experience of the firm for similar works during last three years)**

<b>1</b>	<b>NAME OF TENDERING COMPANY / FIRM / TENDERER</b>	:	
<b>2</b>	<b>NAME OF OWNER / DIRECTORS</b>	:	
<b>3</b>	<b>FULL PARTICULARS OF OFFICE</b>		
	<b>a)</b> Address	:	
	<b>b)</b> Telephone No	:	
	<b>c)</b> Fax No	:	
	<b>d)</b> E-Mail Address	:	
<b>4</b>	<b>FULL PARTICULARS OF THE BANKERS OF COMPANY / FIRM /.</b>		
	<b>a)</b> Name of the Bank	:	
	<b>b)</b> Address of the Bank	:	
	<b>c)</b> Type of Account and Account No.	:	
	<b>d)</b> MICR/IFSC code	:	
<b>5</b>	<b>REGISTRATION DETAILS</b>		
	<b>a)</b> PAN / GIR No.	:	
	<b>b)</b> TIN No.	:	

	<b>c)</b>	Service Tax Registration No.	:	
	<b>d)</b>	GST Registration No.	:	
<b>6</b>	<b>DETAILS OF EARNEST MONEY DEPOSIT</b>			
	<b>a)</b>	Amount (Rs.)	:	
	<b>b)</b>	D.D. No. and Date	:	
	<b>c)</b>	Drawn on Bank	:	
	<b>d)</b>	Valid up to	:	
<b>8</b>	<b>WHETHER THE AGENCY IS BLACK LISTED BY ANY STATE/CENTRAL GOVT</b>		:	
<b>9</b>	<b>TURN OVER OF THE FIRM FOR THE FINANCIAL YEAR</b>			
	<b>a)</b>	2013-14	:	
	<b>b)</b>	2014-15	:	
	<b>c)</b>	2015-16	:	

**Note :-**

§ Provide documents in support of the details provided in above format, failing which the authenticity of the information may not be accepted.

## Format II

### EXPERIENCE OF COMPANY

**(All the columns should be filled up properly. Otherwise the bid submitted will be considered incomplete)**

Experience in works of similar nature, completed during last seven years as on date of tender opening.

(Works executed for the Public Sector & Government undertakings & Government Departments like PWD, CPWD etc only will be taken for consideration)

1.	No. of similar works completed in the last 7 years (Nos. only may be noted)	
	i. Works of value more than ` 33,80,900/-	
	ii. Works of value more than ` 21,13,100/-	
	iii. Works of value more than ` 16,90,500/-	
2.	Describe area of Participation (Specific work done by the applicant)	
3.	Details of on going works - Date of start of the work and the present status	
4.	Any other details regarding works	

**Note :-**

§ Supporting documents like work completion certificates from the client in support of each of the above work is to be furnished.

**FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND**

In consideration of the ESIC having agreed under the terms and conditions of the Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ made between ESIC and Second Party (herein after called the said Construction Agency) \_\_\_\_\_ for the work **Special Repairs to convert D-type quarters in to RMO Office and Repairs to Existing godown, toilets and Electrical works of ESI Hospital, Salem** hereinafter called the said agreement) to production of irrevocable bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ only) as a security/Guarantee from the Construction Agency for compliance of his obligations in accordance with the terms and conditions in the said agreement,

We \_\_\_\_\_ (hereinafter referred as to "the Bank" hereby) (indicate the name of the bank)

Undertake to pay to the ESIC an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on demand by the ESIC.

2. We \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the ESIC stating that the amount claimed is required to meet the recoveries due or likely to be due from the Construction agency. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

3. We, \_\_\_\_\_ further undertake to pay to the ESIC any money that is demanded notwithstanding any dispute or disputes raised by the Construction agency in any suit or proceeding pending before any court or Tribunal relating thereto, a liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of a liability for payment there under and the Construction agency shall have no claim against us making such payment.

4. We \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would taken for the performance

of the said agreement and that it shall continue to enforceable till all the dues of the ESIC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or Engineer-in-Charge on behalf of the ESIC certified that the terms and conditions of the said agreement have been fully and properly carried out by the Construction agency and accordingly discharges this guarantee.

5. We \_\_\_\_\_ further agree with the ESIC that, the ESIC shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the ESIC against the said Construction agency and to bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said contractor or for any forbearance, act of omission on the part of the ESIC or any indulgence by the ESIC to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

7. We \_\_\_\_\_ lastly undertake not to revoke this guarantee except with the previous consent of the ESIC in writing.

8. This guarantee shall be valid upto \_\_\_\_\_. Unless extended on demand by ESIC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and unless a claim in writing is lodged with us within six months of the date of expiry of the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_  
(indicate the name of bank).

**CONTRACT AGREEMENT FORMAT**

This CONTRACT (hereinafter called the “Contract”) is made on this \_\_\_\_\_ day of the month of \_\_\_\_\_ 2017 between Office of State Medical Commissioner, Regional Office, Employees’ State Insurance Corporation, 143, Sterling Road, Chennai – 600 034, on the one hand (hereinafter called the Employer) and on the other hand

\_\_\_\_\_ (hereinafter called the Contractor)

**Whereas**

- a. the Employer has accepted the offer of the Contractor to provide certain services for carry out **Special Repairs to convert D-type quarters in to RMO Office and Repairs to Existing godown, toilets and Electrical works of ESI Hospital, Salem.**
- b. the Contractor, having represented to the Employer that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract Agreement.

**Now therefore the parties hereto hereby agree as follows:**

- 1.0 The following documents attached hereto shall be deemed to form an integral part of this contract :

1.	Instruction to Tenderers	Annexure ‘A’
2.	General Conditions of Contract	Annexure ‘B’
3.	Particular conditions of contract along with Enclosure I, II, III & IV	Annexure ‘C’
4.	Programme of work other than day to day maintenance (Financial Bid)	Annexure ‘D’
5.	Undertaking	Annexure ‘E’
6.	Checklist of documents submitted with tender	Annexure ‘F’

- 2.0 The mutual rights and obligations of the Employer and the Contractor shall be as set forth in the contract; in particular:

- a. The Contractor shall carry out the services in accordance with the provisions of the contract; and
- b. The Employer shall make payments to the contractor in accordance with the provisions of the contract.

In witness whereof, the parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF  
OF CONTRACTOR

FOR AND ON BEHALF  
EMPLOYER

Senior State Medical Commissioner (Tamil Nadu)  
Office of State Medical Commissioner  
Employees' State Insurance Corporation  
143, Sterling Road,  
Chennai – 600 034.