



चिन्ता से सुखित

क.रा.बी.नि. अस्पताल  
**E.S.I.C HOSPITAL**  
 कर्मचारी राज्य बीमा निगम, के.के. नगर, चेन्नै-78  
**E.S.I. CORPORATION, K.K. NAGAR, CHENNAI-78**  
 (आई.एस.ओ. 9001:2008 प्रमाणित / ISO 9001-2008)



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कीआईपी

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No. 512/D/Water-can Supply/Genl/2017

Date:

**NOTICE INVITING TENDER FOR SUPPLY OF DRINKING WATER-CAN**

Tenders for “Supply of drinking water-can” are invited from the reputed agencies in Single bid system through Off-line Tender, as per the guidelines and terms & conditions given in tender document.

Number of water-can required approximately 1500 nos. per month

Sl. No.	Events	Date & Time
1	Name of Service	Supply of drinking water-can
2	Last date and time of submitting tender	05/06/2018 @13.00 hr
3	Cost of earnest money (EMD)	Rs. 10,000/-
4	Security Deposit	EMD will be converted as SD for successful bidders
5	Opening of tender	05/06/2018 @ 14.30 hr.

Tender documents are available in our website [www.esic.nic.in](http://www.esic.nic.in) and [www.esic.chennai.org](http://www.esic.chennai.org). **The Bidders** have to deposit the Earnest Money Deposit (EMD) of **Rs. 10,000/-** in the form of Demand Draft drawn in favour of “**ESIC Fund A/c No.1**” payable at **Chennai**.

The interested tenderers should submit their bids along with scanned copies of all relevant certificates, documents, etc., duly signed latest by **05/06/2018** up to **13.00 hrs**. The tender will be opened on line on **05/06/2018 @ 14.30 hr**.

**Dean**

## GENERAL INSTRUCTION

1. The interested tenderer should submit duly filled tender form and their bids along with scanned copies of all the relevant certificates, checklist, documents, etc. in support of their bids- all duly signed- on. The bid can be submitted up to **13:00 hrs on 05/06/2018** and any bid submitted after the prescribed time shall not be considered irrespective of rates. The bid will be opened on the same date i.e. on **05/06/2018 @ 14.30 hr.**
2. A complete set of tender documents along with EMD must be submitted latest by **05/06/2018** up to **13:00 hrs.** in the tender box kept in Room No. 118 office ESIC Hospital, K.K. Nagar, Chennai-78. .
3. Bidder has to deposit the Earnest Money Deposit (EMD) of Rs. 10,000/- (Five thousand only) in the form of demand draft drawn in favour of “ESIC Fund A/C no-1” Payable at Chennai-78. Application received without Earnest Money Deposit (EMD) will be rejected. The bid will be opened on **05/06/2018** at **14:30 hrs.**
4. Tender documents are also available at Genral Branch, ESIC Hospital, K.K. Nagar, Chennai-78 .
5. Any corrigendum to this tender will be notified through the aforesaid websites only.
6. Applications to this tender will be accepted only through the off-line mode.
7. Selection of the successful bidder will be at the sole discretion of the Dean, ESIC Hospital, K.K. Nagar, Chennai-78, who reserves the right to accept or reject any or all the proposals without assigning any reasons thereof.
8. **Scope of Services:** The details of work and other conditions of tender shall be as per tender document. The Agency will be mainly responsible for supply of drinking water daily as per terms and conditions that form part of the Tender Document.
10. Period of Contract: The period of contract is for one year and may be extended further by mutual consent on same rates and terms and conditions subject to satisfactory performance.
11. **Eligibility Criteria:**
  - (i) Three Years Experience of supply of drinking water to other institutions of similar size and scope in the last five years.
  - (ii) All documents/instruments detailed in the checklist must be enclosed.
12. Last date of submission of tender is **05/06/2018** up to 13:00 hrs to be put into the tender box kept in chamber of Dean. In case of bulky tender, the same shall be handed over to Deputy Director under proper receipt acknowledgment. Tender can also be sent by Registered Post which should reach by due date and time. Postal delays whatsoever will not be accepted and tenders received after the due date and time by post will be rejected.
13. Tender must be complete in all respects. Incomplete, conditional or telephonic bids or tender received after due date and time will not be considered and summarily rejected. Any tender with conditions other than those specified in the tender document will be rejected. No modification of any of the conditions will be permitted after the tender is opened. No communication from the tenderer in the form of any clarifications or documents with respect to the submitted tender will be entertained unless asked for specifically by ESIC,Hospital, K.K. Nagar, Chennai-78
14. Tenderer has to compulsorily deposit with tender form all documents and instruments listed in the attached Checklist, otherwise the tender will be rejected.
15. **The awarded bidder should submit the water testing report from Kings Institute, Guindy for the water being supplied and base on the water testing report agreement will be processed.**  
The envelope containing the Bid should be marked as “TENDER FOR SUPPLY OF DRINKING WATER” and should contain the instrument for Earnest Money and all documents mentioned in the checklist, brief description and experience of firm, and declaration as per format given in annexure . The bidding firm should give its complete address on the bottom left side of the main cover. If E.M.D. is not attached with the technical bid, the tender shall be rejected summarily.
16. The competent authority reserves the full right to accept or reject (partially or fully) any or all tenders without assigning any reason.

**Dean**

## **INSTRUCTIONS TO THE TENDERER AND TERMS AND CONDITIONS**

1. Each and every page of the tender documents should bear the stamp and signature of the tenderer as a token of his acceptance of each of the terms and conditions specified on each page of the document.
2. The site for the work can be seen on any working day during office hours by contacting our General Branch.
3. GST Registration & PAN is mandatory for participating in the tender.
4. Competent Authority of ESIC Hospital, K.K. Nagar, Chennai reserves the right to accept or reject (fully or partially) any tender or all tenders without assigning any reason. Conditional tenders are liable to be rejected. Deficient or incomplete tenders in any of the requisite matters, particulars or formalities will also be rejected as will those where there is non-execution of Agreement or if Performance Security is not deposited within the specified time.
5. The tender shall remain open for acceptance for a period of 180 (one eighty) days from the date of opening of tender.
6. The E.M.D. of unsuccessful tenderer will be refunded within sixty days after the award of work to the successful tenderer. The EMD will be converted as security deposit only for the successful bidder. The EMD shall be forfeited if the tenderer withdraws his bid during the period of acceptance of the tender or if a successful bidder fails to sign a contract agreement in accordance with the relevant clauses of the tender document or fails to deposit Performance Security.
7. Rates quoted shall be final and fixed and must be inclusive of cost of manpower, material, machinery and fuel, all fees, taxes (including GST Tax, if applicable), duties and levies, insurance etc. No escalation of whatsoever any nature shall be payable. Any increase in taxes, levies, rates imposed by the state/Central Government or local authorities shall not be paid after the date of offer. GST/Service Tax as per Govt. of India notification in force as on date shall be deposited by the Agency.
8. The tenderer must have registered or branch office in Chennai.
9. The Successful bidder shall have to deposit a Performance Security(EMD will be converted as SD for successful bidders) by way of a demand draft/Bankers cheque payable at Chennai in favour of "ESI Fund A/C No. 1" as Security Money Deposit (SMD) or by way of Performance Bank Guarantee as per Performa enclosed at Annexure-V, with validity for the period of contract + six months, which shall refundable without interest. Any amount which is payable by the supplier to the employer on any account of a cause arising out of the contract may be adjusted against S.M.D. ESIC Hospital, K.K. Nagar, Chennai reserves the rights to forfeit the Performance Security during the validity of contract if there is any breach of service/ contract from the Service provider viz., non – supply of water in time, less quantity of water in can or unacceptable water quality etc.
10. **Evaluation of Bids:** Bids received and found valid will be evaluated by ESIC, Hospital, K.K. Nagar, Chennai to ascertain the best-evaluated bid for the complete work/services under the specifications and documents. The tenderer should take care to submit all the information sought by ESIC Hospital in prescribed formats.
11. **Award of Work:**
  1. The selection of the agency will be at the sole discretion of ESIC, Hospital, K.K. Nagar, Chennai who reserves its right to accept or reject any or all the proposals without assigning any reason.
  2. The contract for the supply of drinking water by new 20 lit water-can shall be awarded to the best qualified responsive tender.
  3. Upon evaluation of offers the decision on the award of contract will be intimated to the successful tenderer.
  4. Successful tenderer shall have to sign a contract agreement on non-judicial stamp paper of Rs 100.00, the format of which is enclosed at Annexure-VI.

13. **Fraud and corruption:** The bidders must observe the highest standards of ethics during the execution of this tender. For purpose of this provision, "Corrupt practice" means the offering, receiving or soliciting, directly or indirectly of anything of value to influence the action of public official in the process and execution of tender. "Fraudulent practice" means misrepresentation or omission of facts in order to influence the process and execution of the tender. "Collusive practice" means an arrangement between two or more bidders to establish bid prices at artificial, non-competitive level. "Coercive practices" means harming or threatening to harm directly or indirectly persons or their property to influence the process and execution of the tender.
14. The process of reward/bid will be rejected if it is determined that the bidder has indulged directly or through an agency in corrupt, fraudulent, coercive or collusive practice in competing for the tender.
15. No tenderer will be allowed to withdraw after submission of the tender. EMD will be forfeited on withdrawal. In case the successful tenderer declines the offer within the validity of the tender for whatever reason, his EMD shall be forfeited.
16. No cuttings/over writings will be permissible unless attested by signature and seal of the firm. Suggestion/Conditions shall not be acceptable.
17. All disputes, differences and questions arising out of incidents to the contract or touching or concerning this contract or the subject matter thereof at the respective rights, duties or liabilities of the parties in respect of this contract except the decision whereof as herein before otherwise expressly provided for shall be referred to the sole arbitration of the Dean, ESIC, Hospital,K.K. Nagar, Chennai.
18. Resultant contract shall be interpreted under Indian Law. Jurisdiction for settlement of any dispute shall be chennai only.
19. The supply of water to ESIC, Hospital,K.K. Nagar, Chennai. will be on actual requirement basis only which may vary.
20. The Bill for water supply will be raised on monthly basis by the supplier to ESIC, Hospital,K.K. Nagar, Chennai. supported with invoices, statement of gate pass etc., as specified by the competent authority and duly certified by authorized representative of ESIC, Hospital,K.K. Nagar, Chennai.
21. The Contract will be valid for a period of one year. These instructions shall form a part of the contract agreement. The tenderer will be bound by all terms and conditions and specifications as detailed in this document. ESIC Hospital, K.K. Nagar, Chennai-78 reserves the right to terminate the contract/service by giving a notice of one month to the supplier, in case the service is found unsatisfactory or for any other reason.
22. Tenure of the contract may be extended upon mutually agreed terms and conditions between the supplier and ESIC Hospital,K.K. Nagar, Chennai-78. if necessary on yearly basis or as deemed suitable.
23. Water shall have to be supplied on urgent basis on short notice, as and when required, within two hours of receiving the telephonic order from the competent authority. In case of delay in supplying of water as per our demand, penalty of Rs. 250.00/hour of delay.
24. The supply of required quantity of fresh drinking water at short notice is the essence of this contract. In case of any water shortage / difficulty with the supplier for supply of water in time, he / she should make necessary alternative arrangement for the same. In case the supplier fails to supply water within reasonable time, ESIC, Hospital,K.K.Nagar, Chennai reserves the right to get the same through other agencies. All payments to other agency shall be adjusted against the supplier's balance payments/Security deposit.
25. The water-can used for supply of water should be clean and in good hygienic condition.
26. The contractor is responsible to supply water-can to all department/wards by themselves without any break. The contractor have to frequently check the availability of drinking water in all department/wards.
27. On providing water-can proper acknowledge from the concerned departments/wards should be received and the same should be produced along with the bill.

28. The water should be clear, potable, totally hygienic, odorless, and equivalent to municipal standards for drinking use. Its TDS (Total Dissolved Solid) value should be as per standards. Test Certificates certifying the quality of water at source for potability is to be produced from a reputed laboratory(i.e.; from Kings Institute, Guindy) once in Three month to ESIC, Hospital, K.K. Nagar, Chennai. Necessary test certificates of spot random samples as decided by the ESIC Hospital, K.K. Nagar, Chennai from time to time, collected in the presence of ESIC Hospital, Chennai representative, from the water-can supplying the water be produced from any reputed Government laboratory for bacteriological testing every month to ESIC Hospital, K.K. Nagar, Chennai and for chemical analysis half yearly. The expense of the same shall be borne by the supplier. If the quality of water supplied is found to be contaminated or not as per drinking standards, the security deposit of the supplier will be forfeited and the contract will be terminated & legal action will be taken against the supplier.
29. The rates quoted shall be all inclusive. No extra claims shall be entertained on account of any reason/factor.
30. The supply of drinking water can should be during the office hours as far as possible.
31. The contractor shall ensure strict compliance of the labour laws including those under the Employees State Insurance Act 1948 and the Employees Provident Fund & Miscellaneous Provisions Act 1952 and rules and regulations framed therein.

Signature of the tenderer  
with seal

**ANNEXURE-I****THE FIRM IS REQUESTED TO FOLLOW THE CHECK LIST AT THE TIME OF SUBMISSION OF TENDER DOCUMENT WITHOUT WHICH THE OFFER IS LIABLE TO BE CANCELLED.**

1	Valid Trade License	Submitted [Yes / No ]
2	E.M.D. Draft/Bankers Cheque	Submitted [Yes / No ]
3	GST/VAT/PAN/TAN other statutory documents	Submitted [Yes / No ]
4	Whether pages of bid documents numbered	Submitted [Yes / No ]
5	Annexures 2, 3, 4, 5 and 6, duly filled, signed and stamped along with supporting documents as required.	Submitted [Yes / No ]
6	Email id mentioned at Tender Application Form	Submitted [Yes / No ]
7	Certificate regarding Permanent place of business at Chennai	Submitted [Yes / No ]
8	Bank Details ( Bank Name, Branch, Account No., IFSC Code & MICR Code)	Submitted [Yes / No ]
9	Registration Certificate	Submitted [Yes / No ]
10	All Tender documents signed and sealed	Submitted [Yes / No ]
11	Recent Water Testing report (Only from Kings Institute, Guindy)	Submitted [Yes / No ]
12	The bidder should not have been blacklisted by any Central/State Government Agency in the past three years.	Submitted [Yes / No ]
13	List of Clients ( Government/PSUs/Autonomous Bodies)	Submitted [Yes / No ]

Note: If the valid trade license constitutes/consists of more than one certificate/pages , all pages are to be enclosed.

**DEAN**

## TENDER FORM

## PARTICULARS TO BE SUBMITTED BY THE AGENCIES IN THE FOLLOWING FORMAT

1	Name/Address/Particulars of the agency with Telephone Nos. & e-mail	
2	Name of contact persons, address, Telephone Nos & e-mail	
3	PAN/TAN No.	Copy to be attached
4	Service Tax/GST No.	Copy to be attached
5	Water Testing Report	Copy to be attached
6	The bidder should not have been blacklisted by any Central/State Government Agency in the past three years.	Attach Self Certificate
7	List of Clients ( Government/PSUs/Autonomous Bodies	List to be attached

10. Work experience during last three years with Government Departments/PSUs where the tenderer has worked:

Sl.No.	Name and Address of the Organization	Value of Contract	Duration of Contract	
			From	To

Signature of Owner/Managing Partner/Director

Date:

Name:

Place:

Seal:

**TENDER FORM (FINANCIAL BID)****PARTICULARS TO BE SUBMITTED BY THE AGENCIES IN THE FOLLOWING  
FORMAT**

<b>Sl. No.</b>	<b>Items</b>	<b>Unit Price</b>	<b>GST (if Applicable)</b>	<b>Total Cost(incl. Tax) per unit</b>
1	Bubble Tap			
2	20 Lt. Water-can *			
<b>Total</b>				
<b>In words (Total cost per unit):</b>				

\* The rate should be quoted for 20 litres water only. Water can will be on rotation/return basis

SIGNATURE OF TENDERER



**DECLARATION**

Certified that I/we \_\_\_\_\_ have read the entire Tender Document and its annexures issued by ESIC Hospital, K.K. Nagar, Chennai-600 078 and have noted the various instructions, terms and conditions and agree to abide by them in full during the processing and execution of the tender for the supply of drinking water through 20 lit water-can at ESIC Hospital, K.K. Nagar, Chennai-600 078. In case at any stage it is found that information given by me/us is false/ incorrect, ESIC Hospital, K.K. Nagar, Chennai-78 shall have the absolute right to take any action deemed fit without any prior information to me/us.

**Place :****Signature of tenderer****Date :****Seal**

**CONTRACT AGREEMENT**

This CONTRACT (hereinafter called the "Contract") is made the..... Day of the month of ..... 2018 between Employees' State Insurance Hospital, K.K. Nagar, Chennai-78, on the one hand (hereinafter called the Employer) and on the other hand.....(hereinafter called the Contractor).

**Whereas**

1. The Client has accepted the offer of the Contractor to provide services for the supply of potable drinking water.
2. The Contractor, having represented to the client 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:**

The following sections of the Tender Documents hereto shall be deemed to for and integral part of this Contract:

1. Notice Inviting Tender.
2. Instructions to tenderer and terms and conditions.
3. All Annexure.
4. Bid.

**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 Client 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  
[CLIENT] .....  
EMPLOYEES STATE INSURANCE HOSPITAL  
K.K. NAGAR, CHENNAI-600 078

**Witness**

FOR AND ON BEHALF OF  
[CONTRACTOR] .....

**Witness**