



NOTICE INVITING e-TENDER

ANNEXURE – 'A'

SUB REGIONAL OFFICE,
ESI CORPORATION, SALAI STREET,
VANNARAPETTAL, TIRUNELVELI – 627 003

Name of work : Special Repairs (Civil & Electrical) to the Internal Roads, Sewage line and Street Lights for the ESI Dispensary and staff quarters campus at Tuticorin.

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 (Civil & Electrical) to the Internal Roads, Sewage line and Street Lights for the ESI Dispensary and staff quarters campus at Tuticorin.

Schedule of e-tender

Details of e-tender			
1.	Mode of tendering	Online bidding system through https://esictenders.eproc.in	
2.	Type of tender	Two bid system	
3.	Value put to tender	`39,97,940/-	
4.	EMD	`80000/-	
Time schedule of e-tender :			
S.No.	Particulars	Date	Time
1.	Date of publishing e-tender	18-01-2018	10.00 am
2.	Last date of online bid submission	09-02-2018	03.00 pm
3.	Last date for submission of EMD with hard copy of scanned e-tender document	09-02-2018	03.00 pm
4.	Due date of opening of e-Tender (Technical Bid)	09-02-2018	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.

The Additional Commissioner

Chapter 1

Important Instructions for Bidders regarding Online Payment

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.

Bidders should get Registered at <https://esictenders.eproc.in>.

Bidders should add the below mentioned sites under Internet Explorer → Tools → Internet Options → Security → Trusted Sites → Sites of Internet Explorer :

<https://esictenders.eproc.in>

<https://www.tpsl-india.in>

<https://www4.ipg-online.com>

Also, Bidders need to select “Use TLS 1.1 and Use TLS 1.2” under Internet Explorer Tools → Internet Options → Advanced Tab → Security.

Bidder needs to submit Bid Processing Fee charges of Rs. 2495/- (non-refundable) in favour of M/s. C1 India Pvt.Ltd., payable at New Delhi via Online Payment Modes such as Debit Card, Credit Card or NetBanking for participating in the Tender.

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

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 18-01-2018, 10:00 AM to 09-02-2018 upto 3.00 pm.**
2. The tender documents can be obtained by downloading it which is in pdf format from www.esitirunelveli.org and Central Public Procurement Portal: 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 09-02-2018**.
 - ii. Date and time of opening of tender is **09-02-2018 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 `80000/- (Rupees **Eighty thousand only**) and should be paid in the form of DD/Pay Order, drawn in favour of ESI Fund A/c No. 1 payable at Tirunelveli.
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 (Civil & Electrical) to the Internal Roads, Sewage line and Street Lights for the ESI**

Dispensary and staff quarters campus at Tuticorin.” 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 `31,98,400/-
or
 - ii. Two Special Repair (Civil & Electrical) works of value each not less than `19,99,000/-
or
 - iii. Three Special Repair (Civil & Electrical) works of value each not less than `15,99,200/-
 - iv. Average Annual financial turnover during the last three financial (2014-15, 2015-16, 2016-17) years should be at least `11,99,400/- 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, GST / 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 (2014-15, 2015-16, 2016-17).
 - (ii) Audited Balance Sheet of Last three financial years (2014-15, 2015-16, 2016-17) 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 (Civil & Electrical) to the Internal Roads, Sewage line and Street Lights for the ESI Dispensary and staff quarters campus at Tuticorin**" 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 **09-02-2018 upto 3.00 pm.**

The Additional Commissioner
Sub Regional Office,
ESI Corporation, Salai Street,
Vannarapettai, Tirunelveli – 627 003.

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 (Civil & Electrical) to the Internal Roads, Sewage line and Street Lights for the ESI Dispensary and staff quarters campus at Tuticorin.**
- (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 (Civil & Electrical) to the Internal Roads, Sewage line and Street Lights for the ESI Dispensary and staff quarters campus at Tuticorin** 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 (Civil & Electrical) to the Internal Roads, Sewage line and Street Lights for the ESI Dispensary and staff quarters campus at Tuticorin 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 (Civil & Electrical) to the Internal Roads, Sewage line and Street Lights for the ESI Dispensary and staff quarters campus at Tuticorin 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 (Civil & Electrical) to the Internal Roads, Sewage line and Street Lights for the ESI Dispensary and staff quarters campus at Tuticorin** 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,

**The Additional Commissioner
Sub Regional Office,
ESI Corporation, Salai Street,
Vannarapettai, Tirunelveli – 627 003**

Sub: Tender for Special Repairs (Civil & Electrical) to the Internal Roads, Sewage line and Street Lights for the ESI Dispensary and staff quarters campus at Tuticorin - 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.

S.No	Items	Yes/No
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 2014-15, 2015-16, 2016-17 with details of annual turnover, profit/loss account etc.	
4.	Income tax statement of last three financial years (2014-15, 2015-16, 2016-17) 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 GST / 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)

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

	d)	GST Registration No.	:	
6	DETAILS OF EARNEST MONEY DEPOSIT			
	a)	Amount (Rs.)	:	
	b)	D.D. No. and Date	:	
	c)	Drawn on Bank	:	
	d)	Valid up to	:	
8	WHETHER THE AGENCY IS BLACK LISTED BY ANY STATE/CENTRAL GOVT		:	
9	TURN OVER OF THE FIRM FOR THE FINANCIAL YEAR			
	a)	2014-15	:	
	b)	2015-16	:	
	c)	2016-17	:	

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 `31,98,400/-	
	ii. Works of value more than `19,99,000/-	
	iii. Works of value more than `15,99,200/-	
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 (Civil & Electrical) to the Internal Roads, Sewage line and Street Lights for the ESI Dispensary and staff quarters campus at Tuticorin** 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 The Additional Commissioner, Sub Regional Office, ESI Corporation, Salai Street, Vannarapettai, Tirunelveli – 627 003.

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 (Civil & Electrical) to the Internal Roads, Sewage line and Street Lights for the ESI Dispensary and staff quarters campus at Tuticorin.**
- 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 from 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

The Additional Commissioner
Sub Regional Office, ESI
Corporation, Salai Street,
Vannarapettai, Tirunelveli – 627 003.

Part B
Financial Bid
Civil

Item No	DSR Item No.	Description	Qty	units	Rate	Total
		CIVIL (DSR)				
1	16.3	Supplying and stacking at site.				
	16.3.10	Moorum	65.57	Cu.M		
2	2.6	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.				
	2.6.1	All kinds of soil	163.45	Cu.M		
3	16.79	Providing, laying, spreading and compacting graded stone aggregate (size range 53 mm to 0.075 mm) to wet mix macadam (WMM) specification including premixing the material with water at OMC in for all leads & lifts, laying in uniform layers with mechanical paverfinisher in sub- base / base course on well prepared surface and compacting with vibratory roller of 8 to 10 tonne capacity to achieve the desired density, complete as per specifications and directions of Engineer-in-Charge.	70.52	Cu.M		
4	16.30	Providing and applying tack coat using hot straight run bitumen of grade VG - 10, including heating the bitumen, spraying the bitumen with mechanically operated spray unit fitted on bitumen boiler, cleaning and preparing the existing road surface as per specifications :				
	16.30.1	On W.B.M. @ 0.75 Kg I sqm	1874.58	Sq.m		
5	16.55	Providing and laying bituminous macadam using crushed stone aggregates of specified grading premixed with bituminous binder, transported to site by tippers, laid over a previously prepared surface with paver finisher equipped with electronic sensor to the required grade, level and alignment and rolling with smooth wheeled, vibratory and tandem rollers as per specifications to achieve the desired compaction and density, complete as per specifications and directions of Engineer-in-Charge.				

	16.55.1	50 to 100 mm average compacted thickness with bitumen of grade VG-30 @ 3.50% (percentage by weight of total mix) prepared in Batch Type Hot Mix Plant of 100-120 TPH capacity.	93.74	Cu.M		
6	16.33	2.5 cm premix carpet surfacing with 2.25 cum and 1.12 cum of stone chippings of 13.2 mm and 11.2 mm size respectively per 100 sqm and 52 kg and 56 kg of hot bitumen per cum of stone chippings of 13.2 mm and 11.2 mm size respectively, including a tack coat with hot straight run bitumen, including consolidation with road roller of 6 to 9 tonne capacity etc. complete (tack coat to be paid for separately).				
	16.33.3	With Refinery Modified Bitumen CRMB 55 conforming to IRC: SP: 53	1874.58	Sq.m		
7	16.74	75 mm thick back filling for pitching including supplying of required materials and consolidation etc. complete with :				
	16.74.1	Moorum	29.05	Sq.m		
8	5.12	Providing, hoisting and fixing above plinth level up to floor five level precast reinforced cement concrete work in string courses, bands, copings, bed plates, anchor blocks, plain window sills and the like, including the cost of required centering, shuttering but, excluding cost of reinforcement, with 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size).	9.90	cum		
9	15.7	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.				
	15.7.4	In cement mortar	23.18	cum		
10	15.60	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	23.18	cum		
11	12.41	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes.				
	12.41.2	110 mm diameter	92.60	metre		

12	12.42	Providing and fixing on wall face unplasticised - PVC moulded fittings/ accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion.				
	12.42.1	Coupler				
	12.42.1.2	110 mm	5.00	each		
	12.42.5	Bend 87.5°				
		110 mm bend	15.00	each		
	12.42.6	Shoe (Plain)				
	12.42.6.2	110 mm Shoe	5.00	each		
13	12.43	Providing and fixing unplasticised -PVC pipe clips of approved design to unplasticised - PVC rain water pipes by means of 50x50x50 mm hard wood plugs, screwed with M.S. screws of required length, including cutting brick work and fixing in cement mortar 1:4 (1 cement : 4 coarse sand) and making good the wall etc. complete				
	12.43.2	110 mm	50.00	each		
14	19.7	Constructing brick masonry manhole in cement mortar 1:4 (1 cement : 4 coarse sand) with R.C.C. top slab with 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size), foundation concrete 1:4:8 mix (1 cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size), inside plastering 12 mm thick with cement mortar 1:3 (1 cement : 3 coarse sand) finished with floating coat of neat cement and making channels in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) finished with a floating coat of neat cement complete as per standard design :				
	19.7.1	Inside size 90x80 cm and 45 cm deep including C.I. cover with frame (light duty) 455x610 mm internal dimensions, total weight of cover and frame to be not less than 38 kg (weight of cover 23 kg and weight of frame 15 kg) :				
	19.7.1.1	With common burnt clay F.P.S. (non modular)bricks of class designation 7.5	16.00	each		
15	4.1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :				
	4.1.3	"1:2:4 (1 cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 20 mm nominal size).	45.35	cum		
	4.1.8	1:4:8 (1 Cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size)	20.19	cum		

16	6.1	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in:				
	6.1.2	Cement mortar 1:6 (1 cement : 6 coarse sand)	51.47	cum		
17	5.1	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level				
	5.1.2	1:1.5:3 (1 cement : 1.5 coarse sand (zone-III): 3 graded stone aggregate 20 mm nominal size).	28.54	cum		
18	5.22	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level				
	5.22.6	Thermo-Mechanically Treated bars of grade Fe-500D or more.	3054.75	Kg		
19	4.3	Centering and shuttering including strutting, propping etc. and removal of form work for :				
	4.3.1	Foundations, footings, bases for columns	37.58	sqm		
20	5.9	Centering and shuttering including strutting, propping etc. and removal of form for all heights :				
	5.9.2	Walls (any thickness) including attached pilasters, buttersesses, plinth and string courses etc	635.16	sqm		
	5.9.3	Suspended floors, roofs, landings, balconies and access platform	31.65	sqm		
	5.9.5	Lintels, beams, plinth beams, girders, bressumers and cantilevers	25.76	sqm		
	5.9.6	Columns, Pillars, Piers, Abutments, Posts and Struts	39.74	sqm		
21	13.5	15 mm cement plaster on rough side of single or half brick wall of mix:				
	13.5.1	1:4 (1 cement: 4 coarse sand)	381.01	sqm		
22	13.46	Finishing walls with Acrylic Smooth exterior paint of required shade :				
	13.46.1	New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm).	518.10	sqm		
23	10.1	Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	129.60	kg		

24	16.18	Fencing with angle iron post placed at required distance embedded in cement concrete blocks, every 15th post, last but one end post and corner post shall be strutted on both sides and end post on one side only and provided with horizontal lines and two diagonals interwoven with horizontal wires, of barbed wire weighing 9.38 kg per 100 m (minimum), between the two posts fitted and fixed with G.I. staples, turn buckles etc. complete. (Cost of posts, struts, earth work and concrete work to be paid for separately). Payment to be made per metre cost of total length of barbed wire used.				
	16.18.1	With G.I. barbed wire	466.67	metre		
25	10.16	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete.				
	10.16.1	Hot finished welded type tubes	931.70	kg		
26	12.50	Providing and fixing precoated galvanised iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50 mm (+ 0.05 %) total coated thickness with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineerin- charge. The sheet shall be fixed using self drilling /self tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.	74.25	sqm		
27	12.51	Providing and fixing precoated galvanised steel sheet roofing accessories 0.50 mm (+ 0.05 %) total coated thickness, Zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns using self drilling/ self tapping screws complete :120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns using self drilling/ self tapping screws complete :				
	12.51.1	Ridges plain (500 - 600mm)	13.50	metre		

28	13.61	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :				
	13.61.1	Two or more coats on new work	48.40	sqm		
29	4.17	Making plinth protection 50mm thick of cement concrete 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) over 75mm thick bed of dry brick ballast 40 mm nominal size, well rammed and consolidated and grouted with fine sand, including necessary excavation, levelling & dressing & finishing the top smooth.	184.70	sqm		
		TOTAL CIVIL (DSR)				
		CIVIL (NDSR)				

Electrical

30	1.14	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed medium class PVC conduit as required.				
	1.14.3	2 X 4 sq. mm + 1 X 4 sq. mm earth wire	40.00	meter		
31	7.1	Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 kV grade of following size direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc. as required.				
	7.1.1	Upto 35 sq. mm	350.00	meter		
		TOTAL FOR ELECTRICAL (DSR)				

		ELECTRICAL (SSR)				
32	V/PART "E"	SERVICE CONNECTION ACCESSORIES L.T. 1100V PVC ALUMINIUM ARMoured UNDER GROUND CABLE WITH ISI MARK				
	1/f	31/2 core 35 sq.mm. PVC Armoured UG Cable	350.00	Metre		
33	16	LED OUTDOOR FITTINGS (LIGHT EMITTING DIODE)				
	b	48W LED Street Light Fitting	15.00	Each		
34	2.0.	SINGLE PHASE SUBMERSIBLE PUMPSET AS PER IS 8034/2002 WITHOUT PANEL BOARD				
	10	20x40	2.00	1 No		
35	11.0	SINGLE PHASE PANEL BOARD WITH TWO LEVEL GUARD AND AUTO START				
	3	2 HP	2.00	1 No		
		TOTAL FOR ELECTRICAL (SSR)				