



क.रा.बी.नि  
E.S.I.C

தொழிலாளர் அரசு காப்பீட்டுக் கழகம்  
(தொழிலாளர் மற்றும் வேலை வாய்ப்பு  
அமைச்சகம், இந்திய அரசு)  
कर्मचारी राज्य बीमा निगम  
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)  
EMPLOYEES' STATE INSURANCE CORPORATION  
(Ministry of Labour & Employment, Govt. of India)



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## NOTICE INVITING TENDER (NIT)

Certified that NIT contains 1 to 30 pages with up-to-date correction slips.

Notice Inviting e-Tender No.	01/SR/2024/ESICSTAFFQUARTERS/AYM
Name of Work	Provision of fly proof mosquito nets to 48 no's of B' type(B01 to B48) quarters & 32 no's of C' type(C17 to C48) at ESIC Staff Quarters, Ayanavaram, Chennai - 600023
Estimated Cost	Rs.2905857.00/-
Earnest Money Deposit (EMD)	Rs.58118.00/-
Security Deposit	2.5% of the Tendered Value
Time Allowed	03 Months
Date of Start of Bid Submission	09.07.2024 @ 03.00 PM
Last Date & Time for Submission of Bids	23.07.2024 @ 03.00 PM
Date & Time of Opening of Technical Bids	24.07.2024 @ 03.00 PM
Date & Time of Opening of Financial Bids	Will be intimated to technically qualified Bidder's in due course of time.

Executive Engineer (Civil)  
ESIC-RO-CHENNAI

Additional Commissioner & Regional Director  
ESIC-RO-CHENNAI

## **NOTICE INVITING e-TENDER**

**NIT No: 01/SR/2024/ESICSTAFFQUARTERS/AYM**

**Name of Work: Provision of fly proof mosquito nets to 48 no's of B' type(B01 to B48) quarters & 32 no's of C' type(C17 to C48) at ESIC Staff Quarters, Ayanavaram, Chennai - 600023**

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**Certified that NIT contains 1 to 30 pages with up-to-date correction slips.**

**NIT No: 01/SR/2024/ESICSTAFFQUARTERS/AYM is approved for Rs.2905857.00/-**

**Executive Engineer (Civil)  
ESIC-RO-CHENNAI**

**Additional Commissioner & Regional Director  
ESIC-RO-CHENNAI**

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING  
PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE:**

The Additional Commissioner & Regional Director on behalf of Director General, ESIC invites online **Item Rate Bids** from registered contractors of Govt. Departments such as CPWD/PWD/MES/BSNL/RAILWAYS and those registered with Central and State Government undertakings for the following work:

<b>NIT No.</b>	<b>01/SR/2024/ESICSTAFFQUARTERS/AYM</b>
<b>Name of Work &amp; Location</b>	<b>Provision of fly proof mosquito nets to 48 no's of B' type(B01 to B48) quarters &amp; 32 no's of C' type(C17 to C48) at ESIC Staff Quarters, Ayanavaram, Chennai - 600023</b>
<b>Estimated Cost Put to Tender</b>	<b>Rs.2905857.00/-</b>
<b>Earnest Money Deposit (EMD)</b>	<b>Rs.58118.00/-</b>
<b>Period of Completion</b>	<b>03 Months</b>
<b>Date of Start of Bid Submission</b>	<b>09.07.2024 @ 03.00 PM</b>
<b>Last Date &amp; Time of Bid submission.</b>	<b>23.07.2024 @ 03.00 PM</b>
<b>Date &amp; Time of Opening of Technical Bids</b>	<b>24.07.2024 @ 03.00 PM</b>
<b>Date &amp; Time of Opening of Financial Bids</b>	<b>Will be intimated to technically qualified Bidder's in due course of time.</b>
<b>Period for submission of original EMD/ Eligibility documents by the Lowest Bidder</b>	Within one week from the date of opening the financial bid.

- **Eligibility criteria-** Experience of having successfully completed similar works during last seven years ending previous day of last date of submission of application.
  - (i) Three similar works each of value not less than 40% of the estimated cost put to tender i.e. **Rs.1162343.00/-**  
Or
  - (ii) Two similar works each of value not less than 60% of the estimated cost put to tender i.e. **Rs.1743515.00/-**  
Or
  - (iii) One similar work of value not less than 80% of the estimated cost put to tender i.e. **Rs.2324686.00/-**

**Definition of Similar Works:**

The definition of similar works shall be as under:

Repairs and Maintenance/Addition/Alteration/Special Repair Works in residential Staff Quarters.

- The value of completed works shall be brought to the current costing level by enhancing the actual value of work at a simple enhancement rate of 7% per annum calculated from date of

completion to last date of receipt of application for bid document.

- Annual Turnover: Average annual financial turnover of construction agency should not be less than 30% of estimated cost during the immediate last 3 consecutive financial year. This should be duly certified by chartered accountant along with audited balance sheets and P&L account.
- All payments pertaining to GST, ESIC, EPFO, Labour cess, etc. should have been paid up-to-date by the intending bidders.
- The intending bidder must read the terms and conditions carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- The bid document consisting of schedule of quantities of various type of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen from website <https://eprocure.gov.in/eprocure/app> at free of cost. The tender document can also be seen from the website: <https://www.esic.gov.in/tenders>
- The intending bidder must have valid Class-III Digital Signature Certificate (DSC) to submit the bid. Those contractors not registered on the website <https://eprocure.gov.in/eprocure/app> are required to get registered.

#### **Important Instructions for Bidders to participate in the E-Tenders and regarding Online Payment:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

#### **Registration**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **Searching for Tender Documents**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any

clarification / help from the Helpdesk.

### **Preparation of Bids**

1. Bidder should take into account any corrigendum(s) published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF/ XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or „Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **Submission of Bids**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable and enter details of the instrument / scan copy.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders” dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **Assistance to Bidders**

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be

directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200 462, 0120-4001 002, 0120-4001 005, 0120-6277 787. Email Support: Technical –[support-eproc@nic.in](mailto:support-eproc@nic.in), Policy Related – [cppp-doe@nic.in](mailto:cppp-doe@nic.in)

**Additional Commissioner & Regional Director  
ESIC – RO- CHENNAI**

## NOTICE INVITING e-TENDERING

**Item Rate Bids** are invited by Additional Commissioner & Regional Director, ESIC Regional Office - Chennai on behalf of Director General, ESIC from registered contractors of Govt. Departments such as CPWD/PWD/MES/BSNL/RAILWAYS and those Registered with Central and State Government Undertakings for the following work:

**“Provision of fly proof mosquito nets to 48 no's of B' type (B01 to B48) quarters & 32 no's of C' type(C17 to C48) at ESIC Staff Quarters, Ayanavaram, Chennai – 600023”**

Tender documents are available online at <https://eprocure.gov.in/eprocure/app> and <https://www.esic.gov.in/tenders>. Bidders have to deposit the Earnest Money (EMD) of **Rs.58118.00/- (Rupees Fifty Eight Thousand One Hundred and Eighteen only)** in the form of Demand Draft drawn in favor of "ESIC Fund A/c No.1" payable at Chennai. The interested bidders having experience in similar civil works should upload their bids along with scanned copy of EMD and copies of all the relevant certificates, documents etc. duly signed in support of their technical and financial bids.

Tender documents are available on CPP Portal i.e. <https://eprocure.gov.in/eprocure/app> and the website of Employees' State Insurance Corporation i.e. <https://www.esic.gov.in/tenders>.

### CRITICAL DATES

Date from which bid documents will be available at CPP Portal/ESIC website:	<b>09.07.2024 @ 03.00 PM</b>
Date of start of submission of bids:	<b>09.07.2024 @ 03.00 PM</b>
Last date and time for submission of completed tender forms through on-line mode:	<b>23.07.2024 @ 03.00 PM</b>
Date and time for opening of Technical Bids:	<b>24.07.2024 @ 03.00 PM</b>
Date of opening of Financial Bids:	<i>Will be intimated to technically Qualified bidders in due course.</i>

In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

Agreement shall be drawn with the successful bidder on prescribed format of CPWD Form-7/8. Bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement with the substitution of words of President of India as Director General of ESIC and CPWD as ESIC respectively wherever applicable. The work in general shall be executed as per **CPWD Specifications-2019 Vol. I & Vol. II** with up-to-date correction slips.

1. The registration/enlistment of the contractors should be valid on the last date of submission of bids.
2. The time allowed for carrying out the work will be **3 Months** from the date of start or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
3. The bid document consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen from the website <https://eprocure.gov.in/eprocure/app> at free of cost. The tender document can also be seen from the website <https://www.esic.gov.in/tenders>
4. Earnest Money in the form of Demand Draft or Banker's Cheque (Drawn in favor of ESIC Account no.1 payable at Chennai) shall be scanned and uploaded to the e-tendering website within the period of bid submission. The original EMD should be deposited within the period as specified in NIT.
5. Copy of Registration/Enlistment Order of Govt. Departments such as CPWD/PWD/MES/BSNL etc., Certificate of work experience and other documents as specified shall be scanned and uploaded in the e-tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in Notice Inviting Tender shall have to be submitted by the

- lowest bidder only along with physical EMD of the scanned copy of EMD uploaded within a week physically from date of the opening of financial bids in the office of tender opening authority.
6. Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited Earnest Money Deposit (EMD) and uploaded the scanned documents as specified in NIT, are found in order. The bid submitted shall be opened on 22.07.2024 @ 03.30 PM
  7. The bid submitted shall become invalid if
    - The bidder is found ineligible.
    - The bidder does not upload all the documents as stipulated in the bid document
    - If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of Tender Opening Authority.
  8. The contractor whose bid is accepted will be required to furnish **Performance Guarantee of 5% (Five Percent)** of the bid amount within the period specified in Schedule 'E'. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Banker's cheque of any Scheduled Bank/Demand Draft of any scheduled bank/ or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in **Schedule 'E'** including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.
  9. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and **the rate quoted shall be inclusive of GST and all other statutory taxes.**
  10. The Competent Authority i.e. Additional Commissioner & Regional Director, ESIC Regional Office – Chennai on behalf of Director General, ESIC does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
  11. The contractor shall not be permitted to bid for works in ESIC Tamil Nadu region in case of contract responsible for award and execution of contracts, in which his near relative is posted as Employee/ Officer of ESIC Tamil Nadu Region. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any in the ESIC.
  12. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
  13. The Competent Authority i.e. Additional Commissioner & Regional Director, ESIC Regional Office – Chennai on behalf of Director General, ESIC reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
  14. The bid for the works shall remain open for acceptance for a period of 90(Ninety) days from the date of opening of bids. If any bidders withdraw his bid before said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to ESIC, then ESI Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said Earnest Money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
  15. This Notice Inviting Tender shall form a part of the Contract Document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:



- The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at time of submission of bid and acceptance thereof together with any correspondence leading thereto.
  - Standard CPWD Form-7/8 (with substitution of words as Director General of ESIC and ESIC in place of President of India and Government of India/CPWD respectively).
16. The Contractor shall upload copies of all eligible documents, scanned copy of EMD which will form part of Technical bid and financial bid before the last date and time for submission of bids on specified date only. The Technical bid shall be opened first and financial bids of those Contractors who technically qualify the eligible criteria only will be opened on the specified date of opening of financial bid which shall be intimated.
17. Evaluation of Technical Bids: Bids received and found valid will be evaluated by the ESIC to ascertain the best-evaluated bid for the complete work under the specifications and documents. The tenderer's should take care to upload all the information sought by the ESIC in prescribed formats.
- Firm's relevant experience and strength – Profile of agency, registration details, experience of similar works, annual turnover.
  - Qualification/related experience.
18. Financial Bid: The financial bid of the tenderer's, whose technical bid is found to be suitable, will be opened in the presence of the tenderer's, who choose to attend the opening of financial bid on a date which will intimated through E-mail/Mobile.
19. Award of Work:
- The selection of the agency will be at the sole discretion of the ESIC which reserves its right to accept or reject any or all the proposals without assigning any reason.
  - The contract for the work shall be awarded to the qualified responsive tenderer who has quoted lowest.
  - Upon evaluation of offers, the notification on award of contract will be intimated to the successful tenderer.

**Additional Commissioner & Regional Director  
ESIC – Regional Office - Chennai**

**INTEGRITY PACT**

To

.....  
.....  
.....

**Sub: NIT N01/SR/2024/ESICSTAFFQUARTERS/AYM for the work of Provision of fly proof mosquito nets to 48 no's of B' type(B01 to B48) quarters & 32 no's of C' type(C17 to C48) at ESIC Staff Quarters, Ayanavaram, Chennai - 600023**

Dear Sir,

It is here by declared that ESIC is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the ESIC.

Yours faithfully,

The Additional Commissioner & Regional Director,  
ESIC Regional Office - Chennai

**INTEGRITY PACT**

To

The Additional Commissioner & Regional Director,  
ESIC Regional Office, Nungambakkam, Chennai.

Sub: Submission of Tender for the work of **Provision of fly proof mosquito nets to 48 no's of B' type (B01 to B48) quarters & 32 no's of C' type(C17 to C48) at ESIC Staff Quarters, Ayanavaram, Chennai – 600023**

Dear Sir,

I/We acknowledge that ESIC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by ESIC. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, ESIC shall have unqualified, absolute and unfettered right to disqualify the tenderer /bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)

**INTEGRITY PACT**

**To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of ESIC.**

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this ..... day of ..... 20.....

**BETWEEN**

The Additional Commissioner & Regional Director, ESIC Regional Office, Nungambakkam, Chennai „**Principal/Owner**“, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

.....  
(Name and Address of the Individual/firm/Company)

through ..... (Details of duly authorized signatory)

(Hereinafter referred to as the “**Bidder/Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal / Owner has floated the Tender (NIT No. ....) (hereinafter referred to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for ... **Provision of fly proof mosquito nets to 48 no's of B' type (B01 to B48) quarters & 32 no's of C' type (C17 to C48) at ESIC Staff Quarters, Ayanavaram, Chennai - 600023**

Hereinafter referred to as the “**Contract**”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “**Integrity Pact**” or “**Pact**”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under.

## INTEGRITY PACT

### Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Bharatiya Nyaya Sanhita/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

### Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that Each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant BNS/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part

of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  - 4) The Bidder(s)/ Contractor (s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/ forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damaged to justified interest of other and / or to influence the procurement process to the detriment of the government interests.
  - 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of BNS Act, or if the Principal/Owner has

substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6-Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, ESIC.

#### **Article 7-Other Provisions**

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with

regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8- Legal and Prior Rights**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be Cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)  
..... (For and on behalf of Bidder/Contractor)

WITNESSES:

..... (Signature, name and address)  
..... (Signature, name and address)

Place:  
Dated:



## **FORM OF UNDERTAKING**

I \_\_ (name of the contractor) hereby undertake to abide by the **CPWD General Conditions of Contract 2023- Works** containing pages from 1 to 208 with up-to-date correction slips as an integral part of the Agreement substituting with words “Director General, ESI Corporation” and “ESI Corporation” in the places of “President of India” and “Central Public Works Department/ Government of India” respectively wherever applicable.

Place:

Signature of the Contractor

Date:

**Percentage Rate Tender/Item Rate Tender & Contract for Works**

(A) Tender for the work of:-

**Provision of fly proof mosquito nets to 48 no's of B' type (B01 to B48) quarters & 32 no's of C' type (C17 to C48) at ESIC Staff Quarters, Ayanavaram, Chennai - 600023** To be uploaded by **03.00 PM on 09.07.2024** at the CPP Portal website.

**<https://eprocure.gov.in/eprocure/app>**.

- (i) To be opened in presence of tenderer's who may be present at **03.00 PM on 24.07.2024** in the office of **Executive Engineer, Property Management Division, ESIC Regional Office, Nungambakkam, Chennai - 600034**

**TENDER**

I/We have read and examined the notice inviting tender, Schedules, Specifications, General Rules and Directions, Conditions of Contract, Clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Director General, ESI Corporation within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for 90 days from the date of opening of technical bid and not to make any modification in its terms and conditions.

A sum of **Rs.58118.00/-** is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money.

A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded (strike out as the case may be). If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Director General, ESI Corporation or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that Director General, ESI Corporation or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of ESI Corporation, then I/We shall be debarred for tendering in ESI Corporation in future forever. Also, if such a violation comes to the notice of ESI Corporation before date of start of work, the

Additional Commissioner and Regional Director shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated:

Signature of Contractor:

Witness:

Postal Address:

Address:

Occupation:

### **ACCEPTANCE**

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of Director General, ESIC for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

The letters referred to below shall form part of this contract Agreement:-

- (a)
- (b)
- (c)

For & On behalf of Director General, ESIC

Signature .....

Dated .....

Designation .....

## PROFORMA OF SCHEDULES

### SCHEDULE 'A'

Schedule of Quantities (as per CPWD-3) ..... **from page 30 to 30**

### SCHEDULE 'D'

Extra schedule for specific requirements/documents for the work, if any.....**Nil**

### SCHEDULE 'E'

Reference to General Conditions of Contract-2023 Works (*with substitution of words as Director General of ESIC and ESIC in place of President of India and Government of India/CPWD respectively*).

Name of work: **Provision of fly proof mosquito nets to 48 no's of B' type(B01 to B48) quarters & 32 no's of C' type(C17 to C48) at ESIC Staff Quarters, Ayanavaram, Chennai - 600023**

Estimated cost of work: **Rs.2905857.00/-**

(i) Earnest money: **Rs.58118.00/-**(to be returned after receiving Performance Guarantee)

(ii) Performance Guarantee: 5% of tendered value.

(iii) Security Deposit: 2.5% of tendered value.

### SCHEDULE 'F'

General Rules & Directions-

Officer inviting bid: The Additional Commissioner & Regional Director, ESIC RO Chennai.

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3.

#### **Definitions:**

2(v) Engineer-in-Charge: The Executive Engineer, ESIC, RO, Chennai or his successor.

2(vii) Accepting Authority: The Additional Commissioner & Regional Director, ESIC-RO-Chennai or his successor.

2(x) Percentage on cost of materials and labour to cover all overheads and profits: ..... **15%**

2(xi) Standard Schedule of Rates: **DSR-2023 – Civil (including Cost Index) +DSR 2022 E & M + Market Rate**

2(xii) Department: **ESI Corporation**

9(ii) **Standard CPWD Contract Form GCC 2023- Works, CPWD Form 7/8**(with substitution of words as Director General of ESIC and ESIC in place of President of India and Government of India/CPWD respectively) as modified & corrected up-to-date.

<b>GCC CLAUSE</b>	<b>DESCRIPTION</b>	<b>COMPETENT AUTHORITY TO TAKE DECISION ON RELEVANT CLAUSE</b>
Clause 1	Performance Guarantee	The Additional Commissioner & Regional Director
Clause 1A	Recovery of Security Deposit	The Additional Commissioner & Regional Director
Clause 2	Compensation for Delay	The Additional Commissioner & Regional Director
Clause 3 & 3A	When Contract can be Determined	The Additional Commissioner & Regional Director
Clause 4	Contractor liable to pay compensation even if action not taken under Clause 3	The Additional Commissioner & Regional Director
Clause 5	Time and Extension for Delay	The Additional Commissioner & Regional Director
Clause 8	Completion Certificate and Completion plans	The Additional Commissioner & Regional Director
Clause 8A	Contractor to keep Site Clean	The Additional Commissioner & Regional Director
Clause 9	Payment of Final Bill	The Additional Commissioner & Regional Director
Clause 10A	Materials to be provided by the Contractor	The Additional Commissioner & Regional Director
Clause 10D	Dismantled Material Govt. Property	The Additional Commissioner & Regional Director
Clause 11	Work to be executed in Accordance with Specifications, Drawings, Orders etc.	The Additional Commissioner & Regional Director
Clause 12	Deviations/ Variations Extent and Pricing	The Additional Commissioner & Regional Director
Clause 13	Foreclosure of contract due to Abandonment or Reduction in Scope of Work	The Additional Commissioner & Regional Director
Clause 14	Carrying out part work at risk & cost of contractor	The Additional Commissioner & Regional Director
Clause 15	Suspension of Work	The Additional Commissioner & Regional Director
Clause 16	Action in case Work not done as per Specifications	The Additional Commissioner & Regional Director
Clause 17	Contractor Liable for Damages, defects during defect liability Period	The Additional Commissioner & Regional Director
Clause 18	Contractor to supply tools & plants etc.	The Additional Commissioner & Regional Director
Clause 19	Labour Laws to be complied by the Contractor	The Additional Commissioner & Regional Director
Clause 19A	No labour below the age of eighteen years shall be employed on the work.	The Additional Commissioner & Regional Director
Clause 19K	Employment of skilled/semi skilled workers	The Additional Commissioner & Regional Director

Clause 20	Minimum Wages Act to be complied With	The Additional Commissioner & Regional Director
Clause 21	Work not to be sublet. Action in case of insolvency	The Additional Commissioner & Regional Director
Clause 23	Changes in firm's Constitution to be intimated	The Additional Commissioner & Regional Director
Clause 25	Settlement of Disputes by Conciliation and Arbitration	The Additional Commissioner & Regional Director
Clause 26	Contractor to indemnify Govt. against Patent Rights	The Additional Commissioner & Regional Director
Clause 27	Lump sum Provisions in Tender	The Additional Commissioner & Regional Director
Clause 28	Action where no Specifications are specified	The Additional Commissioner & Regional Director
Clause 29	Withholding and lien in respect of sum due from contractor	The Additional Commissioner & Regional Director
Clause 30	Water for Works	The Additional Commissioner & Regional Director
Clause 31	Hire of Plant & Machinery	The Additional Commissioner & Regional Director
Clause 32	Employment of Technical Staff and employees	The Additional Commissioner & Regional Director
Clause 33	Levy/Taxes payable by Contractor	The Additional Commissioner & Regional Director
Clause 34	Conditions for reimbursement of levy/taxes if levied after receipt of Tenders	The Additional Commissioner & Regional Director
Clause 35	Termination of Contract on death of contractor	The Additional Commissioner & Regional Director
Clause 36	If relative working in CPWD then the contractor not allowed to tender	The Additional Commissioner & Regional Director
Clause 37	No Gazetted Engineer to work as Contractor within one year of retirement	The Additional Commissioner & Regional Director
Clause 41	Release of Security deposit after labour clearance	The Additional Commissioner & Regional Director

I \_\_\_\_\_ (**name of the contractor**) hereby undertake to abide by the above mentioned Conditions of Contract from General Conditions of Contract Works – 2023 published by Central Public Works Organization as integral part of the Agreement substituting with words “Director General, ESI Corporation” and “ESI Corporation” in the places of “President of India” and “Central Public Works Department/ Government of India” respectively wherever applicable.

Signature of the Contractor:

Date:

Place:

Full Name:

Company Seal:

## **ADDITIONAL AND SPECIAL CONDITIONS FOR EXECUTION OF WORK:**

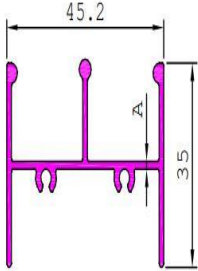
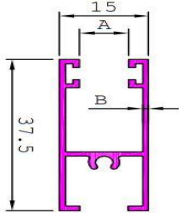
1. **CPWD Specifications-2019 Vol.I &Vol. II** (with up-to-date correction slips) shall be followed for execution of works. Where not available, BIS/Engineering practice as directed by the Engineer-in-Charge shall be followed. All the work procedures, guidelines etc. shall be as per **CPWD Works Manual 2022 & SOPs** to CPWD Works Manual 2022.
2. The materials used should be ISI approved and should be a branded product of good quality.
3. The materials shall be got approved prior to its use in works from the Engineer-in- Charge of ESIC.
4. Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders.
5. The contractor shall work according to the Program of work as approved by the Engineer-in-charge, for which purpose, the contractor shall submit a tentative Program of the work within 15 days from the stipulated date of start of the work.
6. The Contractor will have to work according to the program of work decided by the Engineer-in-charge. Wherever desired by Engineer-in-charge the contractor shall also construct a sample unit complete in all respect within time specified by the Engineer-in-charge & this sample unit shall be got approved from the Engineer-in-charge before mass construction is taken up. No extra claim whatsoever beyond the payment due at agreement rates will be entertained from the contractor on this account.
7. The contractor shall take instructions from the Engineer-in-charge for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls are to be constructed.
8. Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing shall be payable to him on this account.
9. Samples for particular items of work shall be prepared, for prior approval of the Engineer-in-charge before taking up the same on mass scale and nothing shall be payable on this account.
10. If ISI marked products are available, the contractor shall use only ISI marked products. In other cases, the materials shall conform to CPWD specifications. In case a material/product is covered neither by ISI nor by CPWD specification, the work shall be carried out as per sound engineering practice, in which the decisions of the Engineer-In-Charge shall be final & binding. In such cases Engineer-in-charge shall satisfy himself about the quality of such materials and give his approval in writing. Only articles classified as first quality by the manufacturers shall be used unless otherwise specified. All materials not having ISI mark shall be tested as per relevant ISI specifications. The Engineer-in-charge may relax the condition regarding testing if the quantity of the materials required for the work is small. In all cases of used of ISI marked materials proper proof of procurement of materials from authentic manufacturers shall be provided by the contractor to the entire satisfaction of Engineer-in-charge.
11. Some restrictions may be imposed by the security staff etc. on the working and deployment of labour, materials etc. The contractor shall be bound to follow all such restriction/instructions and nothing extra shall be payable on this account.
12. The contractor shall make his own arrangements for obtaining electric connections, if required. If the ESIC supply is utilized by the Contractor for the said work, the necessary electric charges shall be paid through meter or an amount @0.15% of gross value of work done will be deducted from each running bill and final bill of the contractor for the same. In such cases necessary permission of TNEB shall be the responsibility of the Contractor at his cost.
13. Other agencies doing works related with this location will also simultaneously execute the work and the contractor shall afford necessary co-operation for the same. The contractor shall extend necessary co-operation to them without any claim on this account.
14. No claim for idle establishment of labor, machinery, equipment, tools, plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its

- completion
15. (a) The building work will be carried out in the manner complying in all respect with the requirements of relevant bylaws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.  
(b) The contractor shall comply with legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable.
  16. The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
  17. All materials equivalent to the one specified should be got approved by the Engineer-in-charge before using the said materials in the work.
  18. Any damage to work resulting from weathering conditions, defacing or from any other cause such as negligent act on the part of contractor, until the work is taken over by the Department after completion of work, shall be made good by the contractor, at his own cost.
  19. The contractor shall provide at his own cost suitable weighing and measuring arrangements at site as may be necessary for execution of work.
  20. The contractor is supposed to inspect the buildings/ work site before tendering. He should collect and get acquainted with all relevant prevailing conditions of site restrictions etc. available for proper and smooth execution of work.
  21. Wherever desired by Engineer-in-charge, the contractor shall also construct a sample unit complete in all respect within time specified by the Engineer-in-charge & this sample unit shall be got approved from the Engineer-in-charge before mass construction is taken up. No extra claim, whatsoever beyond the payment due at agreement rates, will be entertained to the contractor on this account.
  22. The Engineer-in-charge shall fully empowered to withheld from the contractor's bill a sum equal to the amount required to meet the provisions of statutory requirements as mentioned above without giving any notice to the contractor, if the contractor fails to submit the evidence of payment/deposits as mentioned in Conditions.
  23. The Contractor shall quote rates inclusive of all taxes (including GST), levies, cess etc. & nothing extra on this count shall be payable by ESIC.
  24. The GST/Income Tax/Labor Welfare cess as applicable as per govt. notifications from time to time will be deducted at source and credited to the Government on Contractor's behalf.
  25. Contractor has to make his own arrangement of water at site of work. The estimate rates are inclusive of 1% water charges irrespective of the fact whether water is required for the item or not. As such 1% water charges on total amount of work done will be recovered if Contractor fails to arrange the water from outside sources or doesn't incur any expenditure for arranging water.
  26. The tools required for the work shall be arranged by the contractor at his risk and cost.
  27. As the work will have to be carried out in building and area in use, the contractor shall ensure:-
    - That the normal functioning of ESIC activity is not affected as far as possible
    - That the work is carried out in an orderly manner without noise and obstruction to flow of traffic. That all rubbish etc is disposed off at the earliest and the place is left clean and orderly at the end of each day's work.
  28. The Contractor shall ensure that his staff (workmen, supervisors etc.,) are qualified and licensed for their part of work. He 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.
  29. 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 the Work.
  30. Nothing extra shall be paid for the work as mentioned above from clause 1 to 30.

The Additional Commissioner & Regional Director,  
ESIC Regional Office-Chennai



**DRAWINGS AND SPECIFICATIONS:**

<b>I.TRACK SECTION</b>	
	<b>A = 1.3 mm</b> <b>Weight = 0.562 kg/metre</b>
<b>II.SHUTTER SECTION</b>	
	<b>A = 7.8 mm</b> <b>B = 1.6 mm</b> <b>Weight = 0.485 kg/metre</b>

I (name of the contractor) hereby undertake to abide by the above mentioned drawings and specifications for the work to be executed.

Signature of the Contractor:

Date:

Place:

Full Name:

Company Seal:

ANNEXURE-'A'

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.	Item	Confirm (Yes/No)
1	EMD	
2	Contractor's Registration Certificate with Govt. Departments such as PWD/PWD/MES/BSNL/RAILWAYS and those registered with Central and State Government undertakings.	
2	Tender form with complete technical bid and Financial bid, with all pages serially numbered, signed and stamped on each page	
3	Audited Balance sheet of last three years with details of annual turnover , profit/loss account etc	
4	Income tax statement of last three years with income Tax clearance certificate.	
5	Attested Photo copy of PAN Card	
6	GST Registration certificate with details of the last Payment	
8	Documents in support of contracts fulfilled in last 3 years along with their values in support of the experience and financial credibility	
9	Satisfactory completion of contract certificate from previous organizations	
10	ESI Registration Certificate copy	
11	EPF Registration Certificate copy	

Signature of the Contractor:

Date:

Place:

Full Name:

Company Seal:

**FORM OF PERFORMANCE SECURITY (GUARANTEE)**  
**BANK GUARANTEE BOND**

In consideration of the Director General, ESI Corporation (hereinafter called "ESIC") having offered to accept the terms and conditions of the proposed Agreement between..... and ..... (Hereinafter called "the said contractors") for the work ..... (Hereafter called "the said Agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. .... (Rupees.....) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement,

1) We ..... (Hereinafter referred to as "the Bank") hereby undertake to pay to (indicate the name of the Bank) 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 (Indicate the name of the Bank) 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 said contractor(s). 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, the said bank further undertake to pay to ESIC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4) We ..... further agree that the guarantee herein (Indicate the name of the Bank)

contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be 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 till Engineer-in-Charge on behalf of ESIC certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5) We .....further agree with the ESIC (Indicate the name of the Bank) 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 ESIC against the said contractor (s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or fore any forbearance, act of omission on the part of ESIC or any indulgence by ESIC to the said contractor(s) 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) This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7) We ..... lastly undertake not to revoke this guarantee except with the

(Indicate the name of the Bank)

Previous consent of ESIC in writing that 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. ....(Rs. .... only) and unless a claim in writing is lodged with us within six months of the date of expiry or 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)

**FORM OF EARNEST MONEY**

WHEREAS, contractor..... (Name of contractor) (Hereinafter called "the contractor") has submitted his tender dated..... (Date) for the construction of ..... (Name of work) (Hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we ..... (Name of bank) having our registered office at..... (Hereinafter called "the Bank") are bound unto the The Additional Commissioner & Regional Director, ESIC Hospital, Tirunelveli in the sum of Rs. (Rs. in words

.....) for which payment well and truly to be made to the said The Dean the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this.....day of .....20....

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
  
- (2) If the contractor having been notified of the acceptance of his tender by the The Dean
  - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
  - (b) Fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor, OR
  - (c) Fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor, OR
  - (d) Fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date\* ..... after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE .....

SIGNATURE OF THE BANK  
SEAL

WITNESS.....

(SIGNATURE, NAME AND ADDRESS)

**\*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.**

**TECHNICAL BID  
(FORMAT- I  
BRIEF DESCRIPTION OF THE FIRM**

<b>1</b>	<b>NAME OF TENDERING COMPANY/FIRM</b>	
<b>2</b>	<b>NAME OF OWNER /PARTNERS / DIRECTORS</b>	
<b>3</b>	<b>FULL PARTICULARS OF OFFICE</b>	
<b>A</b>	ADDRESS	
<b>B</b>	TELEPHONE/MOBILE NO	
<b>C</b>	E MAIL ADDRESS	
<b>4</b>	<b>REGISTRATION DETAILS</b>	
<b>A</b>	PAN/ GIR No.	
<b>B</b>	GST REGISTRATION No.	
<b>C</b>	ESI REGISTRATION No.	
<b>D</b>	EPF REGISTRATION No.	
<b>5</b>	<b>DETAILS OF EARNEST MONEY DEPOSIT</b>	
<b>A</b>	AMOUNT	
<b>B</b>	DD/PO No. & DATE	
<b>C</b>	DRAWN ON BANK	
<b>D</b>	VALID UP TO	

Signature of the Contractor

**TECHNICAL BID  
FORMAT-II  
EXPERIENCE OF CONRACTOR**

(Experience in similar works completed during last seven years).

Sl. No.	NAME & ADDRESS OF ORGANISATION	VALUE OF CONTRACT	AGREEMENT REF No.	DURATION OF CONTRACT	
				FROM	TO

Signature of the Contractor

## SCHEDULE OF QUANTITIES

**Name of Work: Provision of fly proof mosquito nets to 48 no's of B'type (B01 to B48) quarters & 32 no's of C'type (C17 to C48) at ESIC Staff Quarters, Ayanavaram, Chennai - 600023.**

Sl.No	Description	Quantity	Unit	Rate	Amount
1	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) :For fixed portion:Powder coated aluminium (minimum thickness of powder coating 50 micron).	1396.00	kg		
2	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately):For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots, locks and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required :Powder coated aluminium (minimum thickness of powder coating 50 micron).	2084.00	kg		
3	Providing & fixing fly proof wire gauze to windows, clerestory windows & doors to the aluminium shutters with necessary fittings complete.Stainless steel (grade 304) wire gauze of 0.5 mm dia wire and 1.4 mm aperture on both sides	764	sqm		
4	Providing & fixing collapsible/sliding pleated polyester fly proof mesh gauze to aluminium door frames with necessary fittings complete.	245	sqm		