



क.रा.वी.नि.
ESIC

कार्मिक राज्य बीमा संस्थान
कार्मिक మరియు ఉపాధి మంత్రిత్వ శాఖ, భారత ప్రభుత్వం
कर्मचारी राज्य बीमा निगम
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)

EMPLOYEES' STATE INSURANCE CORPORATION
(Ministry of Labour & Employment, Govt. of India)



सत्यमेव जयते

ప్రాంతీయ కార్యాలయం/क्षेत्रीय कार्यालय/Regional office
5-9-23, హిల్ ఫోర్ట్ రోడ్, ఆదర్శనగర్, హైదరాబాద్-500063
5-9-23, हिलफोर्ट रोड, आदर्शनगर, हैदराबाद -500063
5-9-23, Hillfort Road, Adarshnagar, Hyderabad-500063
Phone:040-23232356/57/58/59
Email: rd-telangana@esic.gov.in
Website : www.esic.gov.in/www.esic.in

E-TENDER
FOR
NOTICE INVITING TENDER (NIT)

Notice Inviting e-Tender No.	NIT No:52.W/17/21/2/SR-HVAC(JDM)/2025-PMD
Name of Work	Special Repairs to HVAC System installed at ESI Diagnostic Centre, Jeedimetla during 2025-26
Estimated Cost	Rs.55,51,004.00
Earnest Money Deposit (EMD)	Rs.1,11,020.00(2% of estimated value)
Security Deposit	2.5% of the Tendered Value
Time Allowed(for return of SD)	12 Months
Date of Start of Bid Submission	02/06/2025, 04.00 PM
Last Date & Time for Submission of Bids	16/06/2025, 04.00 PM
Date & Time of Opening of Technical Bids	17/06/2025, 04.00 PM
Date & Time of Opening of Financial Bids	Will be intimated to technically qualified bidders in due course of time.
Submission of hard copies of EMD	The original EMD should be submitted in the office of Construction Branch, 2 nd Floor, Regional Office, ESI Corporation, Hill Fort Road, Adarshnagar, Hyderabad up to 11:00 AM on opening of technical bids
Experience Certificates, Registration certificates, Affidavit, Undertaking and other documents to Regional Office by the Lowest Tenderer.	To be submitted during office hours within a week from the date of opening of Financial Bid. In case the last day happens to be closed holiday, these documents shall be submitted on next working day.

Certified that NIT contains **1 to 57 pages** with up-to-date correction slips.

Executive Engineer (Civil)
ESIC, RO, Hyderabad, Telangana

Regional Director
ESIC, RO, Hyderabad, Telangana

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(Ministry of Labour & Employment, Govt. of India)



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Website : www.esic.gov.in/www.esic.in

NIT No: 52.W/17/21/2/SR-HVAC(JDM)/2025-PMD

Date: 02/06/2025

Instructions for Online Bid Submission
E-Request for Proposal

Notice Inviting Tender for “Special Repairs to HVAC System installed at ESI Diagnostic Centre, Jeedimetla during 2025-26”

1. INTRODUCTION

- 1.1 The Employees’ State Insurance Corporation (ESIC) is an autonomous body under the aegis of the Ministry of Labour and Employment, Government of India. The main objective of the organization is to provide certain benefits to organized sector employees in case of sickness, maternity and ‘ employment injury ’ and to make provision for certain social benefits etc.
- 1.2 ESIC is inviting online bids through two-bid system.
- 1.3 The tender documents are available on website <https://eprocure.gov.in/eprocure/app> and the same can be downloaded as per the schedule given in the CRITICAL DATE SHEET.
- 1.4 Bidders/Contractors are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderers for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document..
- 1.5 Bidders, who have downloaded the tender from Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not modify the tender form including downloaded price bid template in any manner. In case the same is found to be tampered with / modified in any manner, tender will be completely rejected and EMD shall be forfeited and the bidder is liable to be banned from doing business with ESIC.
- 1.6 ESIC reserves the right to reject any or all tenders or cancel/withdraw the request inviting proposal without assigning any reason whatsoever and in such case no intending bidder shall have any claim arising out of such action.
- 1.7 Further clarifications, if any can be obtained from Regional Office, ESI Corporation, Hyderabad, Telangana.

Sd/-
Regional Director
Employees’ State Insurance Corporation,
Regional Office, Telangana

INDICATIVE CRITICAL DATE SHEET

Date of Publishing	02/06/2025, 04:00 PM
Bid Document Download Starts	02/06/2025, 04:00 PM
Bid Submission Starts	02/06/2025, 04:00 PM
Date of Pre Bid Conference	09/06/2025, 04:00 PM
Bid Submission Ends	16/06/2025, 04:00 PM
Technical Bid Opening Date	17/06/2025, 04:00 PM
Financial Bid Opening Date	Will be intimated later through mail/phone for the technically qualified bidders

2.1 The amount of Earnest Money **Deposit (EMD) of Rs.1,11,020-00 which** shall be in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt. Banker's Cheque or Bank Guarantee(including e-Bank Guarantee) from any of the Commercial Banks or payment online in an acceptable form in favor of “ **ESI Fund A/C No. 1**” payable at **Hyderabad.**

Exemption of EMD is allowed for Micro and Small Enterprises(MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises(MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or Start-ups as recognized by Department of Industrial Policy and Promotion(DIPP).

2.2 ESIC will refund the EMD to all the unsuccessful applicants. No interest shall be payable on the EMD amount.

2.3 ESIC reserves the right to forfeit the Earnest Money Deposit if the applicant fails or refuses to accept the offer from ESIC. ESIC may also decide to debar the said applicant from future assignments.

Instructions for Online Bid Submission

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. 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 openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. 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.
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 (ie 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

Pre Bid Meeting: A pre bid meeting will be held on 09/06/2025 at 11.00 AM at Regional Office, ESI Corporation Hyderabad 500063 to clarify issues connected with the tender. Interested bidders are invited to attend.

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, Policy Related – cphp-doe@nic.in



కార్మిక రాజ్య బీమా సంస్థ
కార్మిక మరియు ఉపాధి మంత్రిత్వ శాఖ, భారత ప్రభుత్వం
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EMPLOYEES' STATE INSURANCE CORPORATION
(Ministry of Labour & Employment, Govt. of India)



ప్రాంతీయ కార్యాలయం/కేంద్రీయ కార్యాలయ/Regional office
5-9-23, హిల్ ఫోర్ట్ రోడ్, ఆదర్శనగర్, హైదరాబాద్-500063
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5-9-23, Hillfort Road, Adarshnagar, Hyderabad-500063
Phone:040-23232356/57/58/59
Email: rd-telangana@esic.gov.in
Website : www.esic.gov.in/www.esic.in

PRESS NOTICE

Date: 02/06/2025

The Regional Director, ESI Corporation, Regional Office, Telangana invites online Percentage Rate bids in two bid system through e-tendering mode from enlisted and eligible contractor/firm of CPWD/State PWD/MES/Railways/BSNL or the departments of state government dealing with buildings and Roads with appropriate class and category as detailed below:

NIT No. 52.W/17/21/2/SR-HVAC(JDM)/2025-PMD

Name of work: " Special Repairs to HVAC System installed at ESI Diagnostic Centre, Jeedimetla during 2025-26"

Estimated Cost Put to Tender : Rs.55,51,004-00

Earnest Money : Rs.1,11,020-00

Period of completion : 04 Months

The bid forms and other details can be obtained from the website www.esic.gov.in/tenders or <https://eprocure.gov.in/eprocure/app>. Further modification or change of dates, if any, can be seen in the web site www.esic.gov.in/tenders.

Sd/-
Regional Director
Employees' State Insurance Corporation
Regional Office, Telangana



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Notice Inviting e-Tender

The Regional Director, ESI Corporation, Regional Office, Telangana invites online Percentage Rate bids in two bid system through e-tendering mode from enlisted and eligible contractor/firm of CPWD/State PWD/MES/Railways/BSNL or the departments of state government dealing with buildings and Roads with appropriate class and category as detailed below:

Sl. No.	Description	Details
1	NIT No.	52.W/17/21/2/SR-HVAC(JDM)/2025-PMD
2	Name of Work & Location	“ Special Repairs to HVAC System installed at ESI Diagnostic Centre, Jeedimetla during 2025-26”
3	Estimated Cost Put to Bid (Including Cost Index Wherever Applicable)	Rs.55,51,004-00
4	Earnest Money Deposit (EMD)	The amount of Earnest Money Deposit (EMD@2% of Estimated value) of Rs.1,11,020-00 which shall be in form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt. Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form in favour of ESI FUND A/C No.1 payable at Hyderabad.
5	Period of Completion	04 Month
6	Availability of E-Tender/Bid document	https://eprocure.gov.in/eprocure/app
7	Date and Time of opening of Financial Bids	Will be intimated later through mail/phone for the technically qualified bidders
8(a)	Submission of hard copies of Original EMD	The original EMD should be submitted in the Construction Branch, Regional Office, ESI Corporation, 5-9-23,Hill fort Road, Adarsh Nagar, Hyderabad - 500063 up to 11.00 AM on opening of technical bids.

8 (b)	Experience, Certificates, Registration certificate of concerned organization, Affidavit, Undertaking and other Documents to Regional Office by the Lowest Tenderer.	To be submitted during office hours within a week from the date of opening of Financial Bid. In case the last day happens to be closed holiday, these documents shall be submitted on the next working day.
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Sd/-
Regional Director
Employees' State Insurance Corporation
Regional Office, Telangana

Information and instructions to Bidders

The percentage rate offers from intending and eligible bidders are invited under in the prescribed forms and format through online mode only for “Special Repairs to HVAC System installed at ESI Diagnostic Centre, Jeedimetla during 2025-26” as described under scope of services in the bid document.

- The bidder must have Class -IIIB Digital Signature Certificate (DSC) having signing and encryption facilities to participate in this e – tendering process and should get registered at <https://eprocure.gov.in/eprocure/app>.

SL. NO.	COMPONENT OF WORK	ESTIMATED COST (Rs.)	ELIGIBILITY
1	Electrical Works	55,51,004-00	Registered contractors of C.P.W.D.s /State P.W.D.s. /M.E.S./ Railways/BSNL Electrical wing or any other government body as Electrical Contractor/Composite Contractor and valid electrical contract license from Central Government or any State/ UT Government, which is not less than EA i.e Grade “B” (Up to 650 V, Low and medium voltage electrical installations). This requirement is applicable only for Electrical works and it is not applicable for Airconditioning/ firefighting/any other non-electrical works

Eligibility Criteria

- The bidder should have registration with **CPWD/State PWD /MES/Railways/BSNL or the departments of state government dealing with Buildings and Roads with appropriate class and category in Electrical/Composite Contractor** (The enlistment of the contractors should be valid on the last date of submission of bids). **This requirement is applicable only for Electrical works and it is not applicable for Air-conditioning/ firefighting/any other non-electrical works**
- The Bidder should have satisfactorily completed similar works during the last Seven years ending previous day of last date of submission of tenders as below. For this purpose, cost of work shall mean gross value of the completed work including cost of material supplied by the Government/Client but excluding those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent. :

Three similar completed works each costing not less than Rs.22,20,402-00 (40% of the estimated cost to put to tender)

OR

Two similar completed works each costing not less than Rs.33,30,602-00 (60% of the estimated cost to put to tender)

OR

One similar completed work of aggregate cost not less than Rs.44,40,803-00 (80% of the estimated cost to put to tender)

Similar work shall mean works of:

Similar nature of works means that the bidder should have completed the Building Electrical works (External & Internal) including Electrical Wiring/Rewiring, Electrical Installation, HT / LT Panels and DB's work etc in Central Govt. offices/ State Govt. offices/ attached offices/ statutory bodies/ PSU departments. **For other works, similar nature of works mentioned in the tender.**

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the previous day of last date of submission of bid.

- (iii) The bidder should have had Average Annual Financial Turnover of Rs.27,75,502-00 (50% of the estimated cost to put to tender) on Electrical works during the last three consecutive years Balance sheets duly audited by Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
 - (iv) The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets, duly certified and audited by the Chartered Accountant.
 - (v) The bidder should have a solvency of Rs.22,20,402-00 (40% of the estimated cost to put to tender certified by his Bankers.
 - (vi) The past experience in similar nature of work should be supported by certificates issued by the client's organization.
 - (vii) The tenderer must be registered with following statutory authorities and must also furnish self attested copies ESI, EPF, GST.
 - (viii) If no contractor is submitted ESIC registration certificate / EPFO registration certificate, an affidavit in this matter to be enclosed / uploaded that firm has never been employed 10 (incase of ESIC), 20 (incase of EPFO) people in last seven years in any particular day and never been coverable under ESI Act / EPFO Act.
1. The Earnest Money Deposit (EMD @2% of Estimated value) for Rs.1,11,020-00 (Rupees One lakh eleven thousand and twenty only) shall be in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt. Banker's Cheque or Bank Guarantee(including e-Bank Guarantee) from any of the Commercial Banks or payment online in an acceptable form in favor of " **ESI Fund A/C No. 1**" payable at **Hyderabad**.

Exemption of EMD is allowed for Micro and Small Enterprises(MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises(MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or Start-ups as recognized by Department of Industrial Policy and Promotion(DIPP). EMD of

unsuccessful bidder will be returned / refunded within one month after the award of the work to the successful bidder.

2. The bidder need to be submitted along with all required and relevant documents related to works experience, financial strength etc. as per the requirement of bid documents duly authenticated / signed by the bidder. In complete bid is liable to be rejected.
3. Delayed / late submission of bids by any other mode other than online mode bids will not be accepted and summarily rejected.
4. Conditional bid will not to be accepted and liable to the summarily rejected.
5. The intending bidders must read the terms and conditions of the bid document and satisfy himself fully with regard to their eligibility vis – a – vis eligibility criteria as given in para – 3 of page No - 13 above and other pre - requirements before submitting the bids.
6. The tender for the work shall remain open for acceptance by ESI Corporation for a period 60 days from the date of opening of the Technical Bid.
7. ESI Corporation reserves the right to accept or reject any bid or annul the whole bidding process without assigning any reason whatsoever.
8. The bid submitted shall become invalid if:
 1. The bidder is found ineligible vis – a – vis eligibility criteria mentioned at **page No - 10 above.**
 2. EMD of requisite amount and in the prescribed manner is not deposited by the bidder.
 3. The bidder does not upload all the documents (including GST Registration) as stipulated in the bid document including the EMD as listed in para-13 below.
 4. Any discrepancy is noticed between the documents as uploaded at the time of submission of bid (as uploaded online) and hard copies (submitted by the lowest bidder physically in Regional Office, ESIC, Hyderabad).
9. The bidder must ensure to quote the percentage above or below or at par to two places of decimal only both in figures as well as in words. The total amount of the offer corresponding to the percentages quoted by the bidder shall also be mentioned both in words and figures.
10. Technical bid documents submitted by the eligible and intending bidders shall be opened only for those bidders whose EMD and other required documents / certificates etc. are found in order.
11. Financial bids submitted by the eligible and intending bidders shall be opened only for those bidders who are found qualified based on technical bids. The financial bid shall be opened at the notified time, date and place in the presence of qualified bidders or their representatives, if they wish to be present.
12. ESIC reserves the right to verify the particulars furnished by the bidder independently and if any information furnished by the bidder is found incorrect at a later stage, the Agency shall be liable to be debarred from tendering / taking up works in ESIC.
13. The list of documents to be scanned and uploaded within the period of bid submission :

- i. Copy of EMD.
- ii. Letter of Transmittal.
- iii. Certificate of Work Experience as per Form – A.
- iv. Copies of Completion certificate of Similar nature of Works which were mentioned in the Form-A.
- v. Certificate of Average Financial Turnover of **Rs.27,75,502-00** (50% of the estimated cost to put to tender) from Chartered Accountant as per Form –B
- vi. Details of organizational structure of the bidder as per Form –D in case of firm(s)
- vii. Certificate of Registration for Goods and Service Tax (GST).
- viii. PAN Card
- ix. Valid ESIC Registration Certificate
- x. Valid EPF Registration Certificate
- xi. Copy of solvency of **Rs.22,20,402-00 (40% of** the estimated cost to put to tender) certified by his banker.
- xii. Valid Registration certificate of the firm/individual from CPWD/State PWD /MES/Railways/BSNL or the departments of state government dealing with buildings and roads with appropriate class and category in Electrical/**concerned work of the tender**
- xiii. If no contractor is submitted ESIC registration certificate / EPFO registration certificate, an affidavit in this matter to be enclosed / uploaded that firm has never been employed 10 (incase of ESIC), 20 (incase of EPFO) people in last seven years in any particular day and never been coverable under ESI Act / EPFO Act.
- xiv. Tender Acceptance letter **(Form-E)**
- xv. Undertaking (Annexure-G)
- xvi. Certificate from Charted accountant in respect of Point No. v of Page No. 14
- xvii. Copy of valid electrical contract license from Central Government or any State/ UT Government, which is not less than EA i.e Grade “B” (Up to 650 V, Low and medium voltage electrical installations). **This condition is applicable only for Electrical works and this is not applicable for Airconditioning or Firefighting or any other non-electrical works.**

14. **Financial Bid:**

Financial bid must be submitted in online only. The financial bid of the tenderers, whose technical bid is found to be suitable, will be opened in the presence of the tenderers, who desire to attend the opening of financial bid.

15. **Pre-Bid Meeting:** A Pre bid meeting shall be held on 09/06/2025 at 11.00 AM at Regional Office, ESI Corporation, Hyderabad, Telangana to clarify issues connected with the tender. Interested bidders are invited to attend.

16. The interested bidders should submit the bids in Online mode only.

The bidders should submit all the required documents mentioned in S.No.13 above in online only at <https://eprocure.gov.in/eprocure/app>

Earnest Money Rs.1,11,020-00 in prescribed form is drawn in the favour of “ESI Fund A/C No. 1” payable at Hyderabad shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The original EMD should be submitted/deposited in the Regional office, Hyderabad within the period stipulated in the tender.

Further, the bidders are advised to submit Original EMD at ESI Corporation, Regional Office, Telangana Region in the following address:

The Regional Director
Regional Office, ESI Corporation,
5-9-23,Hill fort Road, Adarsh Nagar,
Hyderabad-500063

17. The site for the work can be seen on any working days during office hours by contacting Branch Officer, Construction Branch, Employees’ State Insurance Corporation, Adarsh Nagar, Hyderabad, Telangana .The tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting the tenders, the form and nature of site, the means of access to the site. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

18. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

19. The bid for the work shall remain open for acceptance for a period of 60 days from the date of opening of technical bid. If any tenderer withdraws his tender before the said period, or issue of letter of acceptance/Indent whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable by the ESIC and, shall be without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money. Further, the bidders shall not be allowed to participate in the rebidding process of the work.

20. Rights of Acceptance/ Rejection:

The Regional Director, ESI Corporation, Regional Office, Telangana reserves the right to reject all or any tender in whole, or in part, without assigning any reason thereof. The competent authority on behalf of ESIC does not bind himself to accept the lowest or any other tender, and reserves the right to reject any or all of the tenders without assigning any reasons thereof. All the tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.

21. PERFORMANCE GUARANTEE:

The successful contractor will be required to furnish an irrevocable **PERFORMANCE GUARANTEE of 5% (Five percentage)** of the tendered amount in addition to other deposit mentioned elsewhere in the contract for his proper performance of the contract, (not withstanding and /or without prejudice to any other provisions in the contract) **within 07 days of** issue of letter of acceptance of tender

- (i) The guarantee shall be in the form of a demand draft/ bankers cheque or of Fixed Deposit Receipts in the favour of ESI Fund A/c No. 1 or Irrevocable bank Guarantee Bonds of any scheduled bank or the State Bank of India in format as per Annexure-‘M’. In case a fixed deposit receipt of any bank is furnished by the contractor to ESIC as a part of performance guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to ESIC to make good the deficit.
- (ii) The performance Guarantee shall be initially valid for a period up to sixty days beyond the Stipulated Contract Period. In case the Contract Period of work gets extended, the contractor shall get the validity of performance Guarantee extended, at his own cost; to cover such extended time for Contract Period. **The performance Guarantee shall be returned after satisfactory completion of the work as certified by the concerned Engineer in charge.**
- (iii) EMD shall be returned after receiving of Performance Guarantee and Contract Agreement, to successful bidder.

22. Letter of acceptance of tender shall be issued in the first instance informing that the successful tender in the decision of the competent authority to accept his tender and commencement of work award letter shall be issued only after the performance Guarantee in the prescribed form is received, In case of failure of the contractor to furnish the performance Guarantee within the specified period, The ESIC shall without prejudice to any other right or remedy available in Law, be at liberty to forfeit the entire of the earnest money absolutely.

23. **SECURITY DEPOSIT:** The contractor shall permit ESIC at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of gross amount of each running bill and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by ESIC by way of Security Deposit. Security Deposit would be released after completion of defect liability period.

24. On acceptance of the tender, the name of the accredited representative (s) of the contractor, who would be responsible for taking instructions from the Engineer, shall be communicated in writing to the ESIC.

25. ESI, EPF, GST, inclusive of all cess or any other tax, labour cess, all duties in respect of the contract, must be payable by the contractor, The ESIC, will not entertain any claim what so ever in respect of the same.

26. **Rates quoted shall be deemed to have inclusive of cost of manpower, material, machinery, tools and plants, etc. & all taxes including GST, duties and levies, cess, insurance etc complete. No escalation of whatsoever nature, shall be payable.**

27. The tenderers shall produce their valid enlistment with the appropriate authority for all types of taxes, GST, cess, duty, contribution etc.

28. Rates quoted by the agency shall also be inclusive of 1% (one percent) cess on the work done as applicable on the building & other construction workers welfare act 1996 due to the introduction

of “The building & other construction workers (Regulation of Employment & Conditions of Service) Act 1996”.

29. The contractor shall abide and comply with all the relevant laws and statutory requirements covered under various labour laws such as Minimum wages Act, Payment of wages act, Bonus act, contract labour(Regulation & Abolition)act 1970, EPF act, ESI act and various other act as applicable from time to time with regard to personnel engaged for execution of contract.

The bidder whose bid is accepted will be required to furnish either copy of applicable Licenses / Registrations or proof for applying for obtaining Labour Licenses and Registration with EPFO, ESIC and BOCW Welfare Board. The registration with EPFO and Labour License are mandatory if 20 or more labour is employed in any day in the preceding one year whereas registration with ESIC and BOCW Welfare Board is mandatory if 10 or more labour is employed in any day in the preceding one year. On acceptance of the tender, the name(s) of the authorized representative of the contractor shall be communicated in writing to ESIC by the Contractor, who would be responsible for taking instructions from ESIC.

Award of work : The selection of the agency will ordinarily be done by Competent Authority on the recommendations of the Tender Committee, which however 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 subject work (“Special Repairs to HVAC System installed at ESI Diagnostic Centre, Jeedimetla during 2025-26”) shall be awarded to the qualified responsive tenderer who has quoted the lowest price for execution of the work and so recommended by the Tender Committee. However the unreasonable rate i.e. any rate far below estimated rate / estimated value, will be treated as unreasonable & unresponsive considering quality of work and such quote will not be accepted. Further unreasonably high rate(s), if so considered on rate analysis, etc., will also not be accepted even if the lowest among all the quoted rate(s). Upon evaluation of offers, the notification on award of contract will be intimated to the successful tenderer and work order will be issued. No tenderer/bidder shall be permitted to alter or modify the financial bid after the closing date & time of tender. In case the tenderer/bidder tries to alter or modify the financial bid after closing date, or put any condition for acceptance of work award letter during tender finalizing process, it/his tender will be cancelled and EMD will be forfeited. The date of start of the work shall be **within 10days from the** date of issue of tender acceptance letter.

**Regional Director
ESI Corporation
Regional Office, Telangana**

SCOPE OF WORK

Details of Premises/Buildings :

S. No.	Name and Address of Building	Nature of Facility
1	Special Repairs to HVAC System installed at ESI Diagnostic Centre, Jeedimetla during 2025-26”	Hospital/Diagnostic Building

1.Scope of Works/Services:

As specified in estimate/ Schedule attached.

GENERAL CONDITIONS OF CONTRACT

1 Definitions

In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- (i) **“Employer”** means the Regional Director, ESI Corporation, Regional Office, ,
Telangana/Employees’ State Insurance Corporation and the legal successors in title to
Employees' State Insurance Corporation.
- (ii) **“Engineer-In-Charge”** means the Executive Engineer, ESI Corporation, Regional Office,
Telangana / Employees’ State Insurance Corporation to act as an Engineer for the purpose 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 assignees. Changes in the constitution of
the firm, if any, shall be immediately brought to the notice of the employer, in writing and
approval shall be obtained to continue performance of the contract.
- (iv) **“Contract”** means the conditions, the Specifications, the Bill of Quantities, the Tender, the
Letter of acceptance, the Contract Agreement (if completed) and such other documents as
may be expressly incorporated in the Letter of Acceptance or Contract Agreement. (As per
Annexure ‘O’)
- (v) **“Specification”** means the specification of the works included in the contract and any
modification thereof. The items of works shall be executed in strict accordance of CPWD
specifications.
- (vi) **“Drawings”** means all the completion drawings, calculations and technical information of a
like nature provided by the Engineer-in Charge to the Contractor under this contract and all
drawings, calculations, samples, patterns, models, Repair/Repairs and Maintenance manuals
and other technical information of a like nature submitted by the Contractor and approved
by the Engineer.
- (vii) **“Bill of Quantities”** means the priced and completed bill of quantities forming part of the
Tender.
- (viii) **“Tender”** means the Contractor's priced offer to the Employer for the execution and
satisfactory completion of the works and the remedying of any defects therein in accordance
with the provisions of the Contract, Specification as accepted by the Letter of Acceptance.
The word Tender is synonymous with “Bid” and the words “Tender Documents” with
“Bidding Documents”.
- (ix) **“Letter of Acceptance”** means the formal acceptance of the tender by Employees' State
Insurance Corporation in writing.
- (x) **“Contract Agreement”** means the contract agreement (if any) referred to contract
agreement as per Annexure ‘O’.
- (xi) **“Appendix to Tender”** means the appendix comprised in the form of Tender annexed to
these Conditions.
- (xii) **“Commencement Date”** means the date on which the Contractor received the
notice to start the works.
- (xiii) **“Time for Completion”** means the time period for which the contract has been allowed to
be completed by the employer to the contractor.
- (xiv) **“Taking Over Certificate”** means a certificate issued by employer evidencing
successful and satisfactory completion of the awarded work as per contract agreement.
- (xv) **“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 the removing of any defects

therein in accordance with the provisions of the Contract.

- (xvi) **“Extra Item Price”** Any items of works required to be executed in the interest of ESIC but this item not available in the contract agreement shall have to be executed by the contractor as an extra item without any objection. The proposed extra item if available in DSR’2022, the rates will be calculated on the basis of DSR’ 2022 rates plus applicable Cost Index. Otherwise rates of this item will be analyzed on the basis of prevailing market rates plus/minus quoted percentage and the same has to be accepted by contractor without any objection.
- (xvii) **“Retention Money”** means the aggregate of amount retained by the Employer as Security Deposit.
- (xviii) **“Works”** means the Permanent Works and the Temporary Works or either of them to be executed in accordance with the contract and contract specifications.
- (xix) **“Site”** means the places provided by the Employer to the Contractor for works
- (xx) **“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.

2. **Engineer’s Duties and Authority**

- a) The Engineer shall carry out the duties specified in the Contract.

3. **Custody and Supply of Drawings and Documents**

The Drawings shall remain in the sole custody of the Employer/Engineer-in-charge, but copies as required thereof shall be provided to the Contractor for free solely for the purpose of this contract.

4. **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 this site conditions. The acceptance of tender would imply that the contractors has visited the site and made themselves conversant with the type of works incorporated in this tender.

5. **Contractor's Employees**

The Contractor shall provide qualified and experienced technical staff on site of work in connection with the Works and for remedy of any defects therein.

6. **Engineer-in Charge Liberty to Object**

The Engineer-in Charge shall be at liberty to object, to remove forthwith from the Works, any person provided by the Contractor who, in the opinion of the Engineer-in Charge, 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-in charge to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Engineer-in Charge. Any person so removed from the Works shall be replaced immediately.

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

The Contractor shall, throughout the execution and till 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-in Charge 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 doing work activities under the contract.

(iv) All safety rules prescribed by the Government shall be strictly observed to execute the work and safety of manpower deployed.

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

(i) During the execution of the work any loss or damage to the property and life of his employees arising from a cause for which contractor is responsible.

(ii) For loss or damage occasioned by the Contractor in the Course of any work carried out by him for the purpose of complying with his obligations.

(iii) 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 the Insurance cover at 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, or

(b) Loss or damage to any property (other than the Works):

Which may arise out of or in consequence of the Special Repair 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. Accident or injury to Workmen

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman under Compensation – Act 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.

10.1 Evidence and Terms of Insurance

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

10.2 Compliance with Statutes and Regulations:

The Contractor shall conform in all respects, including by the 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.

11. Default contractor in Compliance

In case of default on the part of Contractor in carrying out such instruction within the time specified therein or, if 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-in Charge and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer From any payments due, or to become due, to the Contractor and the Engineer shall notify the Contractor accordingly.

12. Time for Completion

The time limit of work shall be as mentioned in the letter of commencement & Tender document and shall start from the date of issue of letter or as decided by the Regional Director.

13. Extension of Time for Completion

The extension of the period can only be granted on the valid and unavoidable grounds by the Regional Director if he satisfies himself on the ground mentioned.

14. Termination of Contract:

The employer reserves it's right to terminate the contract/works by giving 30 days notice at any time during currency of the contract if the services of the agency are not found satisfactory as per the opinion of employer or his representative for which no claim or compensation shall be entertained by the Employer.

15. Defect Identification and its rectifications

Agency/contractor shall immediately attend the defects after getting intimation at site. Defect Liability period shall be one year from the date of completion of work under Bill of Quantities for 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.

16. Liquidated Damages for Delay

If the Contractor fails to complete the work in time then the employer can impose liquidated damages on the contractor @ 1% per week maximum of 10 % of estimated cost.

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-in charge shall be entitled to employ and pay other persons to carry out the same and if such work, in the opinion of the Engineer-in charge, 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-in charge and shall be recoverable from the Contractor by the Employer, and may be Deducted by the Employer from any payment due or to become due to the Contractor.

18. Instruction for Variations

Quantities given in the Bill of Quantity may increase or decrease from the provision of contract quantity being estimated quantities. The quantity of any particular item may vary to any extent.

Variation in quantity in particular items or overall cost, does not entitle contractor to claim for any extra rate then tendered.

19. Method of Measurement

The works shall be measured net, notwithstanding any general or local custom, except where otherwise provided in the Contract. The method of measurements shall be followed as per the CPWD Norms / Specifications.

20. CERTIFICATES AND PAYMENTS

The contractor shall submit a bill in three copies by 7th of every month, if 7th day happens Holiday, the contractor has to submit in the next working day for the work executed up to the last date of previous month in the tabulated form approved by the Engineer-in charge. The bill must be supported with the following documents.

- a) Measurement of all the works executed.
- b) Abstract of the bill.
- c) Test Reports.
- d) Users Certificate in final bill.
- e) The minimum value of interim/monthly bill shall be 1/4th of the total value of the contract.

21.1. Deduction of Income tax and TDS on GST,

The amount to be deducted towards the income tax and TDS on GST shall be at the rate applicable.

21.2. Labour welfare cess @ 1.0 (One) percentage on the work done shall be deducted from the each bill.

22. Performance Guarantee:

Within 07 days of issue of letter of intent of work/ acceptance of tender, the Contractor shall submit a Performance Guarantee for proper performance of the Contract in the form as specified in the contract. The Performance guarantee shall be initially valid for the duration of the contract period plus 60 days.

The performance security can be en-cashed by the Employer to recover any amount which is payable by the contractor to the Employer on any account for a cause arising out of the contract. No interest shall be payable on the Performance Guarantee.

23. Correction of Certificates:

The Engineer-in-charge may have issued any Interim Payment Certificate, the correction or modification in any previous Interim Payment Certificate which has been issued by him, and shall have authority, if any work is not being carried out to his satisfaction, to omit or to reduce the value of such work in any Interim Payment Certificate.

24. Final Certificates:

Within 28 days after receipt of the Final Statement, and the written discharge, the Engineer-in-charge shall issue to the employer (with a copy to the contractor) a Final Certificate stating:

- (a) The amount which, in the opinion of the Engineer-in-charge, is finally due to the Contractor, and
- (b) After giving credit to the Employer for all amounts previously paid by the employer and for all sums to which the Employer is entitled under the contract.

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 with this contract or the interpretation thereof.

27. Any of the Clauses /Conditions which have not been covered in this contract, General Clauses / conditions of contract, CPWD Works Manual 2019 and Standard Operating Procedure for CPWD works Manual -2019 will be referred and Will apply.

28.Arbitration:

Any dispute and differences relating to the meaning of the specifications, designs, 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 or 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 of 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 Arbitrator appointed by the Chief Engineer, Employees' State Insurance Corporation, who shall proceed as per the Arbitration Act, 1996.

28.1 The Work under the contract shall continue, during the Arbitration proceedings.

28.2The award of the Arbitrator shall be final, conclusive and binding on both the parties.

29.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.

30. Any Dispute between the contractor and the Engineer would be decided by the Regional Director, Telangana.

**Regional Director
ESI Corporation
Regional Office, Telangana**

Sign of Contractor :

Date :

Place:

Particular Conditions of Contract

1. CPWD specifications shall be followed. Where not available, BIS/Engineering practice as directed by the Engineer-in charge shall be followed. The materials shall be got approved prior to its use for work from the Engineer-in charge of the ESIC.
2. Formats of Performance Guarantee and Contract Agreement are at **Annexure M** and **Annexure O** respectively.
3. As the work will have to be carried out in building and area in use the contractor shall ensure
 - a. All design/drawing work/s involved in this tender is/are in the scope of Contractor, which is/are to be submitted by them to ESIC with the vetting/certification of Government Engineering College/NIT/ IIT before execution of respective and allied works.
 - b. That the normal functioning of premises/office of Employees' State Insurance Corporation activity is not effected as far as possible.
 - c. That the work is carried out in an orderly manner without noise and obstruction to flow of traffic.
 - d. That all rubbish etc. is disposed off at the earliest and the place is left clean and orderly at the end of a each day's work.
 - e. The work should be carried out by the qualified worker for their part of work. The contractor 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 Employees' State Insurance Corporation property.
 - f. 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 Special Repair work.
 - g. When instructed to do so, the contractor shall ensure proper record keeping and storing of irreparable/dismantled material.
 - h. The contractor has to make his own arrangement for use of the same including extending temporarily lines etc. The responsibility for following relevant rules, regulations and loss in the regard shall be entirely that of the contractor.
 - i. The contractor shall take proper care during dismantling operations to ensure that there is no danger/damage to any adjoining/existing structures and in case of any damage the contractor shall re-do the work/do the necessary repairs as per direction of the Engineer for which no claim would be entertained by the department.
 - j. For any Extra items/substituted items/deviations in quantities of BOQ items, Contractor has to intimate to Engineer incharge and obtained prior approval from Competent Technical Authority before work execution.
 - k. The work shall be carried out in manner complying in all respects with the requirement of relevant byelaws of the local Municipal Corporation of the local body whatsoever.
 - l. The contractor shall put necessary boards on display forbidding the residents/public from approaching the building/work sit under repair to avoid any accident.

- m. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution-boards. They shall be responsible for all damages and accidents caused due to negligence on their part.
- n. All incidental charges of any kind including cartage, storage cutting and wastage and safe custody of materials etc. (not covered under any other condition) shall be borne exclusively by the contractor and nothing extra shall be payable to them on this account.
- o. All warning boards and displays, such as repair work in progress, keep away from building, no parking etc., along with sufficient supervisory staff on ground shall be provided by the contractor, wherever required. Nothing extra shall be payable on this account.
- p. Water and electricity shall be provided by ESIC. An amount of 1% on the work done shall be deducted from the submitted bill of the contractor in this regard.
- q. The site of work shall be always kept neat and clean due to constraints of working space in and around buildings. To avoid nuisance to the occupants, all building rubbish and unserviceable materials shall be periodically removed from the premises to the approved municipal grounds and all necessary permissions in this regard have to be obtained by the contractor from the Municipal Authorities. Nothing extra shall be payable on this account.

**Regional Director
ESI Corporation
Regional Office, Telangana**

SPECIAL CONDITIONS AND PARTICULAR SPECIFICATIONS FOR ELECTRICAL WORK

Special Conditions

1. Before tendering, the contractor is advised to inspect the site of work and shall fully acquaint himself about the conditions prevailing at site, availability of materials, availability of land and suitable locations for construction of go downs, stores and camp, transport facilities, the extent of leads and lifts involved in achieving the completion of work.
2. The contractor shall at his own expense and risk arrange land for accommodation of labour, setting up of office, the storage of materials, erection of temporary workshops, and construction of approach roads to the site of the work including land required for carrying out of all jobs connected with the completion of the work. However, the departmental land, to the extent available may be allowed to be used for the purpose free of rent without accepting any responsibility for the delay, if any, on this account. The contractor shall have to abide by the regulations of the authorities concerned and the directions of the Engineer-in-charge for the use of the land available at the site of work. If during construction, it becomes necessary to remove or shift the stored materials shed workshop, access roads, etc, to facilitate execution of any other work by any other agency, the contractor shall carry out the removal of shifting as directed by the Engineer – in – charge and no claim whatsoever, shall be entertained on this account.
3. It shall be deemed that the contractor has satisfied himself as to the nature and location of the work, transport facilities, availability of land for setting up of camp, etc. the department will bear no responsibility for lack of such knowledge & the consequences there of.
4. The contractor shall have to make approaches to site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer – in – charge. Nothing extra shall be paid on this account.
5. The Contractor shall at his own cost submit samples of all materials sufficiently in advance and obtain approval of Engineer – in – charge. Subsequently the materials to be used in the actual execution of the work shall strictly conform to the quality of samples approved by the Engineer – in – charge and nothing extra shall be paid on this account. The acceptance of any sample or material on inspection shall not be a bar to its subsequent rejection, if found defective.
6. The contractor shall at his cost, make all arrangements and shall provide necessary facilities as the Engineer – in – charge may require for collecting, preparing, packing, forwarding and transportation of the required number of samples for tests & for analysis at such time and to such places as directed by the Engineer – in - charge. Nothing extra shall be paid for the above operations including the cost of materials required for tests & analysis. Testing charges, if any, will be borne by the department if the tests passes. In case it fails, the same shall be borne by the contractor.
7. The necessary tests shall be conducted in the laboratory approval by the Engineer – in – charge. The samples for carrying out all or any of the tests shall be collected by Engineer – in – charge or on his behalf by any other officer of ESIC. The contractor or his authorized

representative shall associate himself in collection, preparation, packing and forwarding of such samples for the prescribed tests and analysis. In case the contractor or his authorized representative is not present or does not associate himself in the aforesaid operation the results of such tests and consequences thereon shall be binding on the contractor.

- 8.** Materials used on work without prior approval and testing (where testing is necessary) by the Engineer – in – charge are liable to be considered unauthorized, and not acceptable. The Engineer – in – charge shall have full powers for removal of any or all of the materials brought to site by contractor which are not in accordance with the contract specifications or do not conform, in character or quality to the samples approved by the Engineer – in – charge. In case of default on the part of the contractor in removing rejected materials, the Engineer – in – charge shall be at liberty to have them removed at the risk and cost of the contractor.
- 9.** The work shall be carried out in such a manner so as not to interfere / or adversely / or disturb other works being executed by other agencies, if any.
- 10.** Any damage done by the contractor to any existing work or work being executed by other agencies shall be made good by him at his own cost.
- 11.** The work shall be carried out in the manner complying in all respect with the requirement of relevant rules and regulations of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
- 12.** The drawings for the work that will be issued by the Engineer – in – charge during execution of work shall at all times be properly correlated before executing any work and no claim whatsoever shall be entertained for discrepancies in the drawings.
- 13.** The contractor shall maintain in good condition all work executed till the completion of entire work entrusted to the contract under this contract.
- 14.** No payment shall be made to the contractor for damage caused by rain, flood and other natural calamities whatsoever during the execution of works and any damage to the work on this account shall have to be made good by the contractor at his own cost.
- 15.** The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour materials, de – watering required, if any, and other inputs involved in the execution of the items.
- 16.** Unless otherwise provided in the schedule of quantities, the rates tendered by the contractor shall be all inclusive.
- 17.** No claim whatsoever for idle labour, additional establishments, costs of hire and labour charges for tools and plants etc., would be entertained under any circumstances.
- 18.** For the safety of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractors shall, in addition to the provision of CPWD safety code and directions of the Engineer – in – charge, make all arrangements to provide facility as per the provision of Indian Standard Specifications (Codes) listed below & nothing extra shall be paid on this account.
IS 3696 Part I Safety Code for scaffolds & ladders

IS 3696 Part II Safety Code for scaffolds and ladders Part II
IS 764 Safety Code for excavation work.
IS4138 Safety Code for working in compressed air.
IS7293 Safety Code for working with construction machinery.
IS7969 Safety Code for storage and handling of building materials.
IS4130 Safety code for demolition of buildings.

19. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards and by providing red flags, red lights and barriers. The contractor shall be responsible for any accident at the site of work and consequences there of.
20. Other agencies working at site will also simultaneously execute the works entrusted to the and to facilitate their working, the contractor shall make necessary provisions e.g. holes, openings, etc. for laying / burying pipes, cables, conduits, clamps, hooks, operation for the execution of other agencies smoothly. The final finishing of the work is to be executed in co – ordination with other agencies as directed by the Engineer – in –charge.
21. On account of security considerations, there could be some restrictions on the working hours, movement of vehicles for transportation of materials and location of labour camp. The contractor shall be bound to follow all such restrictions and adjust the programme for execution of work accordingly.
22. In case of any difference in the Hindi version and English version in any of the condition of contract, English version shall prevail.
23. Contractor shall be responsible for the watch and ward of the materials lying at site/building in all respect till the handing over of building.
24. INDEMNITY: The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipment and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer on account of the above
25. Any dispute arising out of this bid including dispute related to encashment of any Bank Guarantee/ FDR etc, shall be subject to the jurisdiction jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.

Regional Director
ESI Corporation
Regional Office, Telangana

PARTICULAR SPECIFICATIONS

1. In case of items not covered by the CPWD specifications referred to above, or particular specifications attached, reference shall be made to appropriate latest IS codes and the decision of the Engineer Incharge or his representative shall be final and binding on the contractor.
2. 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.
3. The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawings etc., (F.P.S units wherever indicated are for guidance only).
4. The contractor shall get the samples of various materials, fittings to be used in work approved well in advance from the Engineer incharge or his representative before placing orders.
5. The contractor shall produce all the materials in advance so that there is sufficient time for testing and approving of the material and clearance of the same before use in work.
6. The structural and architectural drawings shall at all times be properly correlated before executing any work. In case of any discrepancy in the items given in the schedule of quantities appended with the tender and Architectural drawings relating to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer-in-Charge.
7. The information and details given in the Architectural & Structural drawings, preliminary soil investigation report and mentioned herein and also elsewhere in the tender documents are being furnished for general information and guidance only. The Department in no case shall be held responsible for the inaccuracy thereof or any interpretation/ or conclusion drawn from them by the contractor.
8. The percentage rate quoted by the contractor / agency shall be inclusive of mobilization to site all necessary machineries and equipments, furnishing, handling, storing, installation including placing, cutting holes, splicing, driving, re-driving, bailing out water ,pulling out and removal of the temporary earth retaining structure / strutting etc. from site and other machineries, equipments, instrumentations etc. men ,materials etc. , other incidental to works, for execution of work, with all safety measures as required for the execution of construction work for safety of surrounding existing buildings structures, parked / moving vehicles, equipments and machines etc. as per direction of Engineer-in-charge.
9. **TOOLS AND PLANTS:** The necessary T&P shall be deployed by the contractor as required to facilitate and ensure the work to be completed smoothly within the stipulated scheduled time.

**Regional Director
ESI Corporation
Regional Office, Telangana**

LIST OF APPROVED/ PREFERRED MAKES (ELECTRICAL)

No.	Materials	Approved Brands
1.	RIGID FR PVC CONDUIT PIPE	NIHIR, PRECESION, POLYCAB
2.	ACCESSORIES OF CONDUIT (I.E. BEND, TEE COUPLER,ELBOW ETC.)	SAME MAKE OF PIPE
3.	COPPER WIRE /CONDUCTOR	FINOLEX, POLYCAB, RR CABLE, HAVELLS, AVOCAB, ANCHOR
4.	MODULAR TYPE SWITCH/SOCKET,PLUG ETC.	MK , LEGRAND, ANCHOR, HAVELLS
5.	MCB / ELCB/ RCCB/ MCBDP/TP	LEGRAND,ABB,HAGER, SCHEINDLER L&T, SIMENS
6.	MCCB / ACB	ABB, SCHEINDER, SIMENS, L&T
7.	LIGHTING FIXTURES & LAMPS	PHILIPS, CROMPTON, WIPRO, HAVELLS
8.	CEILING FANS & EXHAUST FAN	CROMPTON, ORIENT, HAVELLS, BAJAJ, USHA
9.	GEYSER	RECOLD, HAVELLS, BAJAJ, USHA, AO SMITH
10.	PVC TAPE	STEEL GRIP, ANCHOR , JONSON
11.	CALL BELL	ANCHOR, ORPAT, MAX
12.	DISTRIBUTION BOARD	SCHNIDER, HAVELLS, SIMENS,L&T, LEGRAND
13.	LED STREET LIGHT FIXTURES AND LAMPS	PHILIPS, CROMPTON, HAVELLS, BAJAJ, SYSKA
14.	CFL LAMPS/ LED LAMPS	PHILIPS, CROMPTON, HAVELLS, BAJAJ, SYSKA
15.	TELEPHONE WIRE	RRCABLE, FINOLEX, DELTON, POLYCAB
16.	LAN WIRE	TYCO ELE.(AMP), SCHEINDER, R&M, SYSTIMAX
17.	TELEPHONE TAG BOX	KRONE OR EQUIVELENT BRAND
18.	TELEPHONE/ TV SOCKET	ISI MARKED ONLY
19.	MAIN LT CABLE	FINOLEX, POLYCAB, RR CABLE, HAVELLS, TORRENT, AVOCAB
20.	CABLE LUGS	DOWELLS, JOHNSON, HEX

21.	CABKLE GRANDS	DOWELLS, SIMENS, CROMPTON, HEX
22.	CONNECTORS	L&T, SCHINDER, SIMENS, ABB
23.	CABLE JOINTING KIT	RAYCHEM, DENSON, M-SEAL
24.	WINDOW/ SPLIT / HI-STATIC DUCTIBLE / VRF TYPE A.C. MACHINE	CARRIER , HITACHI,DAIKIN, TOSHIBA, BLUESTAR,
25.	WATER COOLER	VOLTAS, USHA, BLUESTAR
26.	MOTOR PUMP SET	CROMPTON, KIRLOSKAR, KSB
27.	MS CONDUIT	BEC, AKG, STEELCRAFT, NIC, RMCON
28.	CABLE TRAY	INDIANA, RUSHABH , PROFAB, AKB
29.	IRON CLAD SWITCH WITH REWIREABLE FUSE /SFU	KEW, TRISHUL, SUPER, C&S
30.	METALCLAD SWITCH WITH REWIREABLE FUSE /SFU	HAVELLS, KEW, C&S, INDOASIAN
31.	PROTECTION RELAY	L&T, SIEMENS, ABB, CULTER HAMMER
32.	ANALOG / DIGITALMETER/LOAD ABB, HPL MANAGER	L&T, SCHIENDER
33.	TRANSFORMER	KIRLOSKAR, VOLTAMP, ABB,T&R,CROMPTON
34.	HT VCB	SIEMENS, ABB, L&T, CROMPTON
35.	HT CABLE	HAVELLS, FINOLEX, POLYCAB, TORRENT,AVOCAB
36.	PUSH BUTTON	SIEMENS, ABB, L&T, SCHNEIDER
37.	INDICATING LED LAMP	SIEMENS, ABB, L&T, WIPRO
38.	LT PANEL / PCC / MCC / APFC/ CONTROL PANELS	L&T, SIEMENS, C&S , SCHNEIDER
39.	TIMERS	L&T, SIEMENS, ABB, CULTER HAMMER
40.	SELECTOR SWITCH	L&T, HPL, CUMMINS, HAVELLS
41.	CTS & PTS	KAPPA, L&T, AREVA, MAXWELL
42.	SCREW	RK, ACTION OR EQUAIVELENT

Notes :

1. The material shall be conforming to CPWD Specification/relevant IS Code / manufacturer specifications etc.
2. The above list is not exhaustive and as such materials beyond the above said list, if required, shall be used in the work only after due approval from the ESIC engineer.

Annexure- G

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract.
3. The earnest money of Rs. _____ to be deposited by me has been enclosed herewith vide demand Draft/ Banker Cheque no. _____ dated: _____ drawn on Bank _____ Branch _____.
4. I hereby undertake to provide the service as per directions given in the tender document order within stipulated period.
5. I/We give the rights to the Regional Director to forfeit the earnest money deposited by me/us if any delay occur on my/agent's part of failed to provide the service within the scheduled time or service of desired quality.
6. There is to declare and certify that the neither myself nor my firm has ever been blacklisted by any Govt./Semi Govt./Public/Private Institution.
7. I/We hereby certify that the firm poses all the required license/ certification to perform the work.

Sign of Contractor: _____

Full Name: _____

Designation: _____

Date : _____

Place: _____

ANNEXURE - H

INTEGRITY PACT
(On Bidder's Letter Head)

To,
The Regional Director
ESI Corporation
Regional Office,
Hyderabad-500063.

Subject: “ Special Repairs (Electrical) for setting up Emergency Ward at ESI Hospital Nacharam during 2025-26”

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)

ANNEXURE - I

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 2020

BETWEEN

The Regional Director, ESI Corporation, Hyderabad, Hyderabad '**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 Bidder) through (hereafter referred as the "**Bidder / Contractor**") and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)
(Details of the duly authorized signatory)

PREAMBLE

WHEREAS the Principal / Owner has floated the Tender **(NIT No: 52.W/17/21/2/SR-HVAC(JDM)/2025-PMD)** (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for:- **Name of Work: "Special Repairs to HVAC System installed at ESI Diagnostic Centre, Jeedimetla during 2025-26"** 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:

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 Indian Penal code (IPC)/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.
 - (c) 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.
 - (d) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/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.

- (e) 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 participate 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.
- (f) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) 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 damage to justified interest of others 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 Indian Penal code (IPC)/Prevention of Corruption 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/ holiday listing 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 Subcontractors/ 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/Vendor 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 **Head quarters 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 intensions.
- 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:

1.

(Signature, name and address)

2.

(Signature, name and address)

Place:

Dated:

LETTER OF TRANSMITTAL
(On Bidder's Letter Head)

To

The Regional Director,
ESI Corporation,
Regional Office,
Hyderabad, Telangana.

Subject: "Special Repairs to HVAC System installed at ESI Diagnostic Centre, Jeedimetla during 2025-26"

Sir,

Having examined the details given in Press / Web Notice and NIT / Bid Document for the above work, I / we hereby submit the relevant information.

1. I / We hereby certify that all the statements made and information supplied in the enclosed forms "A" to "E" and accompanying statement are true and correct.
2. I / We have furnished all information's and details necessary for eligibility and have no further pertinent information to supply.
3. I / we submit the requisite certified solvency certificate and authorize the **Regional Director, ESIC, Hyderabad** to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorized **Regional Director, ESIC, Hyderabad** to approach individuals, employers, firms and corporation to verify our competence and general reputation, if required.
4. I / we submit the following certificates in support of our overall suitability, technical competence for having successfully completed the following similar works for establishing our eligibility:

S.No	Name of the Work	Certificate From
1		
2		
3		

Certificate:

It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I / We shall be liable to be debarred and disqualified for participating in the subject bid as well as in future in case any information furnished by me / us found to be incorrect by ESIC.

Signature(s) of Bidder

Enclosures:

(s)

Date of Submission:

Seal of Bidder

TENDER

I / We have read and examined the Notice Inviting Tender and other contents such as technical and financial bid formats etc. of the bid document carefully and hereby tender for execution of the work for ESI Corporation in terms of various terms and conditions as stipulated in the bid document.

We agree to keep the tender open for sixty (90) days from the due date of opening of Technical bid and not to make any modifications in its term & conditions.

A sum of Rs.1,11,020-00 is hereby forwarded in the form as described above as Earnest Money. If I / We, fail to furnish the prescribed Performance Guarantee within prescribed period, I / We agree that the ESI Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, I / We agree commence work as specified and if I / We fail to commence work as specified, I / We agree that ESI Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the 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 therein.

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 Department, then I / We shall be debarred for tendering in ESIC in future for ever. Also, if such a violation comes to the notice of ESIC before date of start of work, the Regional Director, ESIC, Hyderabad, Telangana shall be free to cancel the Agreement and 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 interest of ESIC / safety of State.

Dated:

Signature of Witness:

Name & Address:

Occupation:

Contact Details :

Signature of Bidder (with Seal)

Postal Address

Annexure-L
(BY REGISTERED/SPEED POST)
Sample letter of acceptance of tender

No.

Dated:

From
The Regional Director,
Regional Office,
ESI Corporation,
Hyderabad,
Telangana-500063.

To

(Name and address of the contractor)

Subject
(Name of the work as appearing in the tender for the work)

Dear Sir (s),

1. Your tender for the work mentioned above has been accepted on behalf of the ESI Corporation at your tendered/negotiated tender amount of Rs..... (Rupees.....only), which is.....% below/above the estimated cost of Rs.(Rupees.....only).
2. You are requested to submit the performance security/guarantee of Rs..... (Rupees.....only) within days* of issue of this letter. The performance guarantee shall be in the prescribed form as **provided in Page No. 17, Point No. 21 of Tender document , and shall be valid up to**
3. On receipt of the prescribed performance guarantee, necessary letter to commence the work shall be issued, and the site of work handed over to you thereafter.
4. Please note that the time allowed for carrying out the work as entered in the tender (.....days/weeks/months) shall be reckoned from theday* after the date of issue of this letter.

Yours faithfully,

Regional Director
Regional Office, ESI Corporation
Hyderabad, Hyderabad-500063

Annexure – M

FORM OF PERFORMANCE SECURITY /BANK GUARANTEE BOND

In consideration of the Regional Director, Employees' State Insurance Corporation, Telangana having agreed under the terms and conditions of the Agreement no. dated made between Employees' State Insurance Corporation and Second Party (here in called the said Construction Agency for the work hereinafter called the said agreement) to production of irrevocable bank guarantee for Rs. (Rs. 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.

1. We(hereinafter referred as to “The Bank” hereby) (indicate the name of the bank) Undertake to pay to the Employees' State Insurance Corporation an amount not exceeding Rs.(Rs. only IN WORDS) on demand by the Regional Director, Employees' State Insurance Corporation, Telangana.

2. We do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Regional Director, Employees' State Insurance Corporation stating that the amount claimed is required to meet the recoveries due or likely to be due from the Second Party. Any such demand made on the Bank shall be conclusive as regards the amount due and the payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rs. only IN WORDS)

3. We, the said bank further undertake to pay to the Employees' State Insurance Corporation any money that is demanded notwithstanding any dispute or disputes raised by the Second Party 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 Second Party 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 Employees' State Insurance Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or the Regional Director on behalf of the Employees' State Insurance Corporation certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Second Party and accordingly discharges this guarantee.

5 We(indicate the name of Bank) further agree with the Regional Director, Employees' State Insurance Corporation, Telangana 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 Regional Office, Regional Director, Employees' State Insurance Corporation, Telangana against the said Second Party 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 reason of any such variation, or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Employees' State Insurance Corporation or any indulgence by the Employees' State Insurance Corporation to the said

contracts 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 of the contractor,

7. We lastly undertake not to revoke this guarantee except with the previous consent of the Regional Director, Employees' State Insurance Corporation, Telangana in writing.

8. This guarantee shall be valid up to Unless extended on demand by the Regional Director, Employees' State Insurance Corporation, Telangana. Notwithstanding anytime 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 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)

(BY REGISTERED/SPEED POST)

Sample letter for commencement of work

No.

Dated:

From
The Regional Director,
Regional Office,
ESI Corporation,
Hyderabad,
Telangana-500063.

To
(Name and address of the contractor)

Subject
(Name of the work as appearing in the tender for the work)

Ref: 1. Performance security/guarantee submitted by you vide your letter no.....
dated.....for the above work.
2. This office letter of acceptance of your tender no.....date

Dear Sir (s),

1. You are requested to contact the Engineer (complete address) for taking possession of site and starting the work at once.
2. In continuation to the letters referred to above, you are requested to attend this office to complete the formal agreement within days from the date of this letter.

Yours faithfully,

Regional Director
Regional Office, ESI Corporation
Hyderabad, Telangana-500063

CONTRACT AGREEMENT

This CONTRACT (hereinafter called the “Contract”) is made on the day of the month of 2020 between the Regional Director, Regional Office, Employees' State Insurance Corporation, Hill fort Road, Adarsh Nagar, Hyderabad-500063 on the one hand (hereinafter called the Employer) and on the other hand(hereinafter called the Contractor).

WHEREAS

The Employer has accepted the offer of the Contractor for “ Special Repairs to HVAC System installed at ESI Diagnostic Centre, Jeedimetla during 2025-26”

AND WHEREAS The Contractor, having represented to the Employer that they have the required professional skills, personnel and technical resources, have agreed to provide the services and execute the works on the terms and conditions set forth in this Contract Agreement.

Now therefore the parties here to/ hereby agree as follows :

The following documents including this Tender document (Page No. ... to) attached hereto shall be deemed to form an integral part of this contract:

Sl. No	Subject
1.	Undertaking (Annexure-G)
2.	Integrity Pact (Annexure-H)
3.	Integrity Agreement (Annexure-I)
4.	Tender (Annexure-K)
5.	Technical Bid Forms (Annexure-P)
6	Online submitted Financial Bid Forms & Price Bid

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

- a) The Contractor shall carry out the services in accordance with the provisions of the contract and,
- b) The 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.

Signature and seal of the Contractor

Regional Director

Dated at _____
Corporation

Employees' State Insurance
Regional Office, Telangana

Witness: 1.....

2.....

Technical Bid Forms

S.No	Form	Particular
1	A	DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF TENDERS
2	B	FINANCIAL INFORMATION
3	C	FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK
4	D	STRUCTURE & ORGANISATION
5	E	TENDER ACCEPTANCE LETTER

FORM 'A'

**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE
LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF
TENDERS**

S.No	Name of the work and location	Name of Organization	Cost of work in crores of Rs.	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ Arbitration cases pending with details*	Name and contact details of concerned officer of the organization	Whether work was done on back to back basis Yes/No
1	2	3	4	5	6	7	8	9	10

* Including gross amount claimed and amount awarded by the Arbitrator.

Signature of Bidder(s)

FORM 'B'
FINANCIAL INFORMATION

Name of the Firm / Contractor:

S.No	Particulars	Financial Year		
		2022-23	2023-24	2024-25
1	Gross annual turnover on Similar nature of works (in lakh Rupees)			

Signature of Chartered Accountant
with Seal.

Signature(s) of Bidder(s)
Seal of the Bidder

FORM 'C'

FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

This is to certified that to the best of our knowledge & information that M/s.....having marginally noted address, a customer of our bank is respectable & can be treated as good for any engagement upto a limit of Rs.
(Rupees).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Signature
(For Bank)

Note:

- (i) Bankers' Certificate should be on letter head of the bank and addressed to **Regional Director, ESI Corporation, Hyderabad, Telangana.**
- (ii) In case of partnership firm, Certificate should include names of all partners as recorded with the bank.

FORM 'D'
STRUCTURE & ORGANISATION

1. Name & address of the bidder
2. Telephone no./Telex no./Fax no.
3. Contact Details of the authorized personnel
4. Legal status of the bidder (attached copies of original document defining the legal status)
 - (a) An Individual
 - (b) A proprietary firm
 - (c) A firm in partnership
 - (d) A limited company of Corporation

5. Particulars of registration with various Government Bodies / Departments / Organization (attached attested photocopy)

Organization Name & Place of Registration

Registration No.

- 1.
- 2.
- 3.
6. Names and titles of Directors & Officers with designation associated with this work.
7. Designation of individuals authorized to act for the organization for this work.
8. Has the bidder or any constituent partner in case of partnership firm, ever been convicted by a court of law? if so, give details.
9. Any other information considered necessary with regard to this bid and for establishing the eligibility of the bidder.

Signature of the Bidder
Seal of the Bidder

FORM-E
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the

contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure-Q

Financial Bid Forms

S.No	Form	Particulars	Amount in Rs. (including GST)
1	FB-1	Schedule of Quantities (BOQ)	55,51,004-00
		Total	55,51,004-00

Note:

- 1.The bidders should submit the price bid online only.
- 2.The bidders should upload the signed schedule of quantities along with other documents.
- 3.The bidder should quote the percentage above or below or at par in the price bid.