



க.ரா.பி.நி
E.S.I.C

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



सत्यमेव जयते

மண்டல அலுவலகம் / क्षेत्रीय कार्यालय / Regional Office

143, ஸ்டெர்லிங் சாலை, நுங்கம்பாக்கம், சென்னை-600 034.

143, स्टर्लिंग रोड, नुंगमबाकम, चेन्नै-600 034.

143, Sterling Road, Nungambakkam, Chennai-600 034.

Phone: 044-28306300 (100 Lines)

E-mail: rd-tamilnadu@esic.gov.in

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

Notice inviting E - TENDER

The Regional Director I/C, ESI Corporation, Regional Office, Chennai, Tamilnadu, on behalf of Director General, ESIC, invites online percentage rate bids in two bid system for the “Supply, Installation, Testing & Commissioning of 15 passengers (1020 Kg) capacity as per latest version of BIS suitable for Hospital Bed in the existing lift shaft at ESIC Hospital, Shivakasi, Tamil Nadu” from the following **Lift manufacturers (OTIS / KONE / JOHNSON / SCHINDLER / THYSEN KRUPP / MITSUBISHI)**

Sl. No.	Description	Details
1	NIT No.	43/EE/PMD/ESIC/TN/SR/2025-2026.
2	Name of Work & Location	Supply, Installation, Testing & Commissioning of 15 passengers (1020 Kg) capacity as per latest version of BIS suitable for Hospital Bed in the existing lift shaft at ESI Hospital, Shivakasi, Tamil Nadu
3	Estimated Cost Put to Bid	Rs.20,53,442/-
4	Earnest Money Deposit (EMD)	NIL (proforma of Undertaking Enclosed as Annexure – IV)
5	Period of Completion	6 (Six) Months.
6	Availability of E-Tender/Bid document	https://eprocure.gov.in/eprocure/app , www.esic.nic.in
7	Submission of Online Bid	https://eprocure.gov.in/eprocure/app , on or before 16.10.2025 at 3.00 p.m.
8	Date and Time of opening of Tender	17.10.2025 at 03.00 PM.

-Sd/-

Regional Director
ESIC, Regional Office, Chennai

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43/EE/PMD/ESIC/TN/SR/2025-2026.

Date: 24/09/2025

BID DOCUMENT

INFORMATION AND INSTRUCTIONS FOR BIDDERS / LIFT MANUFACTURERS FOR e-TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE

Notice Inviting Tender :-43/EE/PMD/ESIC/TN/SR/2025-2026

Name of work:- “Supply, Installation, Testing & Commissioning of 15 passengers (1020 Kg) capacity as per latest version of BIS suitable for Hospital Bed in the existing lift shaft at ESIC Hospital, Shivakasi, Tamil Nadu”.

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 tender through online (two-bid system).
- 1.3 The tender documents are available on website <https://eprocure.gov.in/> eprocure/app. The same can also be downloaded from www.esic.nic.in
- 1.4 Bidders/ Lift Manufacturers are advised to follow the instructions provided in the ‘Instructions to the Bidders / Lift Manufacturers 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 the bidder is liable to be banned from doing business with ESIC.

- 1.6 The Competent Authority on behalf of the RO, ESIC, Chennai does not bind themselves to accept the lowest or any other bid and reserves the right to reject any or all the bids received without assigning any reason. Bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
- 1.7 Further clarifications, if any can be obtained from O/o Regional Director, Regional Office, ESI Corporation, Chennai, Tamilnadu. (PMD – Phone No.044-28306349)
- 1.8 This notice inviting bid shall form a part of the contract document. The successful bidder, on acceptance of their bid by the Accepting Authority shall within 15 days sign the contract consisting of:
- a) The Notice Inviting e-Tender, all the documents including additional conditions, specifications and drawings if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading there to.
- 1.9 Applicants are advised to keep visiting the above mentioned web-sites from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the applicant of their liabilities to submit the applications complete in all respects including updates thereof, if any. An incomplete application may be liable for rejection.

Sd/-

**Regional Director I/C
Employees' State Insurance Corporation
Regional Office Chennai**

2. INDICATIVE CRITICAL DATE SHEET

Date of Publishing	23.09.2025 at, 3:00 PM
Bid Document Download Starts	24 /09/2025, 11:00 AM
Bid Submission Starts	24 /09/2025, 11:00 AM
Bid Submission Ends	16.10.2025 at 3:00 PM
Technical Bid Opening Date	17 /10/2025, 3:00 PM
Financial Bid Opening Date	Shall be announced after opening of Technical bid

3. 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>.

4. REGISTRATION

- 4.1 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.
- 4.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.

5. SEARCHING FOR TENDER DOCUMENTS

- 5.1 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.
- 5.2 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.

5.3 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.

6. PREPARATION OF BIDS

6.1 Bidder should take into account any corrigendum(s) published on the tender document before submitting their bids.

6.2 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.

6.3 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 /JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

6.4 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.

7. SUBMISSION OF BIDS

7.1 The Bid in original duly signed along with scanned copies of all relevant documents should be uploaded on e-Tender portal <https://eprocure.gov.in/eprocure/app> by the Bidder along with proforma on EMD declaration form mentioned in Annexure-V. Bidder is advised to submit the BID strictly in accordance with the terms & conditions and specifications contained in the BID documents and need not to stipulate any deviation or condition. ESIC reserves the right to reject any BID containing deviations to the terms & conditions and requirements stipulated in the BID document.

7.2 In the Financial Bid, the Bidders must quote the rates in figures as specified in excel template (BoQ).

7.3 BID shall be submitted in two parts: Part I - Technical Bid in E-envelope 1 and Part II – Financial Bid in E-envelope 2. Both the envelopes should be submitted online.

7.4 The BID must contain the name, address and contact details of business of the person or persons submitting the BID and must be signed and sealed by the Bidder with his/her signature on every page of the BID and upload the scanned copy.

7.5 BID by a partnership firm must furnish names of all partners and be signed in the partnership name, followed by signatures and designations of authorized partners or other authorized representatives. The copy of partnership deed/agreement should also be furnished.

- 7.6 The Bidder's name stated in the BID shall be exact legal name of the firm/company/corporation etc. as registered or incorporated. All changes/alterations/corrections in the BID shall be signed with date in full by the person or persons signing the bid.
- 7.7 Transfer of BID submitted by one Bidder to another is not permissible. No alteration in the essence of BID, once submitted shall be permissible.
- 7.8 Use two cover systems for this tender.(E-envelope1 i.e. Technical Bid E-envelope 2 i.e. Financial bid/Price bid)
- 7.9 Note that Rates should not be quoted in the Technical Bid. Only Financial Bid should indicate rates and should be uploaded on e-procurement (<https://eprocure.gov.in/eprocure/app>) portal.
- 7.10 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 7.11 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 Blue 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.
- 7.12 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7.13 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
- 7.14 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7.15 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 7.16 The Bid shall be in the prescribed format and shall be signed in original by the Bidder or a person duly authorized to bind the Bidder to the contract and scanned and uploaded in CPPP. All pages of the bid except un-amended printed literature shall be signed by the person(s) signing the Bid. The bid shall contain no interlineations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person(s) signing the bid.

- 7.17 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.

8. ASSISTANCE TO BIDDERS

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200 462, 0120-4001 002, 0120-4001 005, 0120-6277 787. Email Support: Technical – support-eproc@nic.in, Policy Related – cphp-doe@nic.in

INFORMATION & INSTRUCTIONS TO BIDDERS

1. Eligibility Criteria

Manufacturers of the following Lifts :- **OTIS / KONE / JOHNSON / SCHINDLER / THYSSEN KRUPP / MITSUBISHI .**

1.1 Eligibility Criteria (Specific to Lift Works):

1. The bidder shall be the **Original Equipment Manufacturer (OEM) of lifts**
2. The OEM shall have a minimum of **10 years' experience** in the manufacturing, supply, installation, testing, commissioning, and maintenance of lifts in India.
3. The bidder/OEM should have successfully completed the following works during the last **7 years** (ending last day of the month previous to the one in which tenders are invited):
 - **Three** similar completed works, each of value not less than **40% of the estimated cost, OR**
 - **Two** similar completed works, each of value not less than **60% of the estimated cost, OR**
 - **One** similar completed work of value not less than **80% of the estimated cost.**
4. The bidder/OEM must have executed at least **one lift installation in a hospital/healthcare building.**
5. The OEM must have a well-established **service network/branch office in Tamil Nadu** to provide warranty, AMC, and CAMC support.

1.2 Note Similar work shall mean, works of:

- (a) Manufacturing , Supply Erection, Testing and commissioning of Lifts. The past experience in similar nature of work should be supported by certificates issued by the client's organization.
- (b) 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.
- (c) Tenderer shall submit self-attested copy of completion certificate(s), issued by the officer not below the rank of Executive Engineer or equivalent in case of Govt. works. For non Govt. works the completion certificate shall be accompanied with TDS certificate / Form-26AS indicating payment made to the firm against the work. Completion certificate must clearly indicate.
 - i) Name of work,
 - ii) Stipulated date of start and actual date of completion,
 - iii) Gross Value of work done,
 - iv) That the work has been completed satisfactorily, without levy of any compensation, Full address of client with telephone number of officer issuing the certificate and location where work is executed, otherwise the work experience submitted will not be considered for eligibility in Technical credentials.

- 1.3 Average Annual financial turnover on similar construction works during the last three financial (2022-23,2023-24,2024-25) years should be at least Rs.10,26,721/- (50% of the estimated cost put to tender) and statement to be authenticated by Chartered Accountant
- 1.4 **The tenderer must be registered in GST, ESI, EPFO and also shall furnish the self-attested copies (if applicable).**
- 1.5 Income Tax returns for last three financial years (2022-23,2023-24,2024-25) Audited Balance Sheet of Last three financial years (2022-23,2023-24,2024-25) along with Income and Expenditure Statement (P&L Account & Audit Reports signed by Chartered Accountant to be submitted)
- 1.6 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 in the prescribed format of **Form-E**.
- 1.7 Self Declaration stating that the Firm/Agency is not blacklisted by any Government Institutions/CPSU and PSU and as to say no criminal cases pending under the court of law.

2 GENERAL INSTRUCTIONS:

The site for the work can be seen on any working days during office hours by contacting J.E(Electrical)/A.E(Electrical)/ PMD Branch ESIC RO Chennai. The Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water facilities etc. for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of all local conditions and other factors having a bearing on the execution of the work.

- 2.1 The interested bidders should submit the bids Online only.
- 2.2 **Submission of bids:** Bidders should submit the tender through online at <https://esictenders.eproc.in>, <https://eprocure.gov.in/eprocure/app..>
- 2.3 All the documents should be duly authenticated / signed by the bidder. Incomplete bid is liable to be rejected.
- 2.4 Delayed / late submission of bids will not be accepted and summarily rejected.
- 2.5 Conditional bid will not to be accepted and liable to be summarily rejected.

- 2.6 The intending bidders must read the terms and conditions of the bid document and satisfy himself fully with regard to their eligibility conditions prescribed in the tender documents.
- 2.7 ESI Corporation reserves the right to accept or reject any bid or annul the whole bidding process without assigning any reason whatsoever.
- 2.8 Bid documents submitted by the eligible and intending bidders shall be opened only for those bidders who fulfill eligibility criteria.
- 2.9 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.
- 2.10 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.
- 2.11 The bidder should have a local office in Tamilnadu, for effective monitoring of the project and proper co-ordination with ESIC.
- 2.12 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 bidder 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 entire earnest money deposit. Further, the bidders shall not be allowed to participate in the rebidding process of the work.
- 2.13 Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the bidders who resort to canvassing will be liable to rejection.
- 2.14 The following documents should be submitted for Technical Bid envelope and the same should be uploaded “online”:
- a. Scanned document of “proforma of declaration of EMD” s per the annexure proforma IV .
 - b. Certificate of Work Experience as per **Form-B**. Copies of Completion certificate of Similar nature of Works which were mentioned in the Form-B.
 - c. Certificate of Average Financial Turnover of Rs 6,16,033/- (30% of the estimated cost to put to tender) and balance sheet for Last Five Years obtained from Chartered Accountant as per **Form-E**. The Bidders should not have incurred any loss (profit after tax should be positive) in more than two years during last five consecutive balance sheet.
 - d. Certificate of Registration for Goods and Service Tax (GST) with latest six months remittance of challan.
 - e. PAN Card.
 - g. ESI Registration Certificate with latest six months* remittance challan.
 - h. EPF Registration Certificate with latest six months remittance challan.
 - i) Income Tax returns for last three financial years (Ending up to 2025).
 - j) Tender Acceptance letter (Form-A).
 - k) Undertaking (Form-D).
 - l) Details of organizational structure of the bidder as per Form –C.
 - m) Filled details of Technical specifications of Lift.

Note*: Last Six month shall be calculated from the date of publication of the tender.

3 Financial Bid:

- 3.1 The bidder shall quote their tender as a **percentage above / below / at par** with the estimated cost put to tender. The quoted percentage shall be written **both in figures and in words**. The total amount worked out on the basis of the quoted percentage shall also be indicated **both in words and in figures** in the prescribed Financial Bid only.
- 3.2 Financial bid must be submitted in online.
- 3.3 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.
- 3.4 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, etc complete. No escalation of whatsoever nature, shall be payable.
- 3.5 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”.
- 3.6 In case of Abnormally High or Abnormally Low percentage quoted will be treated as unreasonable and such quote will not be accepted, even if it is lowest among all.

1. Rights of Acceptance/ Rejection:

- The Regional Director, ESI Corporation, Regional Office, Tamilnadu 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.
2. **Award of work** :The contract for the subject work (“**Name Of work:-** Supply, Installation, Testing & Commissioning of 15 passengers (1020 Kg) capacity as per latest version of BIS suitable for Hospital Bed in the existing lift shaft at ESI Hospital, Shivakasi, Tamil Nadu”) 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. Upon evaluation of offers, the acceptance of tender will be intimated to the successful bidder along with the instruction to submit required Performance Guarantee and the name of the accredited representative (s) of the bidder, who would be responsible for taking instructions from the Engineer.
3. The successful bidder will be required to furnish an irrevocable **PERFORMANCE GUARANTEE of 3% (Three percentage) of the tendered amount** in addition to other deposit mentioned elsewhere in the contract for his proper performance of the contract in the prescribed format of **Form-F**, (not withstanding and /or without prejudice to any other provisions in the contract) within 15 days of issue of letter of acceptance of tender. Performance Guarantee will be refunded on successful completion of work and subject to

the submission of **work completion certificate** as prescribed format of **Form-G**. In case of failure to execute the work by the contractor the Performance Guarantee will be forfeited and the contractor will be forbidden to participate in retendering.

4. 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.
5. In receipt of the Performance Guarantee from the successful bidder, the work commencement order will be issued.
6. Agreement shall be drawn with the successful bidder on prescribed Form No. CPWD 8 (or other Standard Form as mentioned in the prescribed format of Annexure-I between the ESIC & successful bidder will be entered into on Rs.200/- non-judicial stamp paper.) Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement. Further an Stamp Value will be borne by the successful bidder. 3 sets of agreement copies should be submitted to RD I/C, ESIC, RO, Chennai. The tender document, NIT and BOQ will be the part of the agreement along with GCC 2023 of CPWD.

7. **Payment Terms:-**

- (i) 80% of the pro-rata Contract value shall be paid on total supply of Equipment and materials and satisfactory inspection by ESIC Engineer-in-charge.
 - (ii) 10% of the pro-rata contract value on completion of Installation and successful testing and commissioning.
 - (iii) Balance 10% after one month from the date of taking over by ESIC and satisfactory performance of the lift.
 - (iv) No advance payments will be made. Stipulations like “levy of interest if payment is not made in a specified time etc”. are also not acceptable. The payment will be governed by regular ESIC terms only.
8. **SECURITY DEPOSIT:** Security Deposit will be deducted at the rate of 2.5% of gross amount of running/final bills. Security Deposit would be released after completion of stipulated defect liability period.
9. **Refund of Security Deposit:**
Security Deposit would be released after completion of Defect Liability Period (DLP) of **1 (One) year** subject to satisfactory performance of the contractor in attending the defects observed during DLP. Additional Security Deposit of specialized work, if any recovered will be refunded after completion of specified guarantee period, subject to satisfactory performance of the contractor in attending the defects aroused during the Guarantee Period. In case of failure to rectify the defects, it will be done by ESIC at risk and cost of contractor.
10. The performance Guarantee and security Deposit can be en-cashed by the ESIC to recover any amount which is payable by the contractor to the ESIC on any account for a cause arising out of the contract. No interest shall be payable on the Performance Guarantee/Security Deposit.

11. ESI, EPF, GST, inclusive of all cess i.e labour cess, education cess etc or any other cess or tax and all duties as notified by government from time to time irrespective of tender finalisation dates in respect of the contract, must be payable by the contractor and will be deducted at source before making payment by ESIC, and will not entertain any claim what so ever in respect of the same.
12. 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.

Regional Director I/C
ESI Corporation
Regional Office, Tamilnadu

13.Details of Premises/buildings where the work is to be carried out

Serial No.	Name and Address of Building	Nature of Facility
1	ESI Hospital, Shivakasi, Tamil Nadu	Hospital

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, Tamilnadu Employees’ State Insurance Corporation and the legal successors in title to Employees' State Insurance Corporation.
- II. **“Engineer-In-Charge”** means the person appointed by the Regional Director, ESI Corporation, Regional Office, Tamilnadu / 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-I)
- 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 /technical specifications of the tender/ approved & standard lift practices.
- 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-I.
- 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 and work but this item is 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 rate if available in DSR-2022 & DSR Electrical Volume-II, the rates will be calculated on the basis of DSR’ 2022 rates plus Cost Index used for estimate plus/minus percentage above/ below quoted contract amount (as per Clause 12 of GCC-2023). Otherwise rates of this item will be analyzed on the basis of prevailing market rates and the same has to be accepted by contractor without any objection.
- Any Extra Item work should not be executed without the prior approval as per the instructions of Headquarters office circulated vide letter No. Pt. W-17/13/1/Misc./2014-PMD, dated: 08.03.2018.**
- 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

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:

- a. 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.
- b. Provide and maintain 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 at his own cost for the protection of the Works or for the safety and convenience of the public or others.
- c. **Wherever required for the execution of work, all the scaffolding shall be provided and suitably fixed, by the contractor. It shall be provided strictly with steel double scaffolding system, suitably braced for stability, with all the accessories, gangways, etc. with adjustable suitable working platforms to access the areas with ease for working and inspection. Single scaffolding system is strictly prohibited and shall invite necessary action. It shall be designed to take all incidental loads. It should cater to the safety features for workmen. Nothing extra shall be payable on this account. It shall be ensured that no damage is caused to any structure due to the scaffolding.**
- d. 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.
- e. All safety rules prescribed by the Government shall be strictly observed to execute the work and safety of manpower deployed.
- f. Necessary protective and safety equipments such as helmet, safety shoes, gloves etc shall be provided to the Site Engineer, Supervisory staff, labour and technical staff of the contractor by the Contractor at his own cost and to be used at site.
- g. Only limited quantity of material may be allowed to be stored at site subject to the compliance of all rules / instructions issued by the relevant authorities and as per the direction of Engineer-in- Charge in this regard.
- h. For the safety of all labour directly or indirectly employed in the work 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) and nothing extra shall be paid on this account.

8.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:
- c. 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.

- d. Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services, if any, encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense.

9.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, police and other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and if any requisite of license
- 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.
- d) In the event of any restrictions being imposed by the Security agency of ESIC/Tamilnadu Traffic Police or any other local authority having jurisdiction in the area on the working or movement of labour/ material, the contractor shall strictly follow such restrictions/timings and nothing extra shall be payable to him on such accounts.

10.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.

11.Time for Completion

The time limit of work shall be as mentioned in the Tender document and shall start from the stipulated date of commencement.

12.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. The agency shall apply for extension of time period well in advance with valid reasons .

13.Termination of Contract:

The Employer reserves it's right to terminate the contract/works by giving 15 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.

14.Defect Liability Period:

Defect Liability period shall be **One Year** from the date of completion of work under Bill of Quantities for measurable works. The contractor has to carry out the necessary rectification work as per standards required for that particular type of work and shall rectify at his own

expenses, any defect in the work carried out by him during this period. Nothing extra shall be paid on this account. On failure of the contractor to do so, the same shall be completed by the Employer at the risk and cost of the contractor.

Sufficient trained and experienced staff shall be made available at site on call basis, to meet any exigency of work during the guarantee period of one year from the handing over of the installation.

15.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% of estimated cost per week maximum of 10 % of estimated cost.

16.Instruction for Variations

Quantities given in the Bill of Quantity may increase or decrease from the provision of contract quantity being estimated quantities. The execution and approval of Deviation, Extra and Substitute Items shall be as per direction of Engineer In-Charge. **However, the overall deviation on all aspects should not exceed 1.25 times of the agreement value.** Variation in quantity in particular items or overall cost, does not entitle contractor to claim for any extra rate then tendered.

17.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.

18.CERTIFICATES AND PAYMENTS

The contractor shall submit bill in duplicate copies in respect of their claim. The bill must be supported with the following documents.

- a. Printed /computerised bill of agency with item(s) of work executed, S.No, of bill, GST No etc.
- b. Test Reports, If any.
- c. Work Completion Certificate.(For final Bills on completion of work)
- d. Guarantee certificate with DLP period. (for Final Bill)

19.Deduction:

- a. TDS on GST and income tax at the applicable rate shall be deducted from First and Final bill.
- b. **Labour welfare cess @ 1.00% (One) percentage** on the work done shall be deducted at source from the payments made to contractors on work executed.

13. 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. Any of the Clauses/Conditions which have not been covered in this contract, General clauses/conditions of contract (**GCC2023 of CPWD**), CPWD Works Manual 2024 and Standard Operating Procedure for CPWD works Manual -2024 will be referred in the aforesaid order.

20.Arbitration:

- a. 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 Regional director, ESIC, Regional office Chennai, on recommendations of Chief Engineer, PMD, Employee's State Insurance Corporation, New Delhi, who shall proceed as per the Arbitration and conciliation Act 1996 as amended. Venue of the arbitration shall be at Chennai.

- b. The Work under the contract shall continue to be live during arbitration period in case of any the Arbitration proceedings.
- c. The award of the Arbitrator shall be final, conclusive and binding on both the parties.

21.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. Any Dispute between the contractor and the Engineer would be decided by the Regional Director, Tamilnadu.

22.Responsibility of Contractor

He shall protect and indemnify the ESIC and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts.

23.Supervision of Work

The contractor shall depute Site Engineer & skilled workers as required for the work. He shall submit organization chart along with details of Engineers and supervisory staff. It shall be ensured that all decision making powers shall be available to the representatives of the contractor at work site itself to avoid any likely delays on this account. The contractor shall also furnish list of persons for specialized works to be executed for various items of work. The contractor shall identify and deploy key persons having qualifications and experience in the similar and other major works, as per the field of their expertise. If during the course of execution of work, the Regional Director or his representatives of the opinion that the deployed staff is not sufficient or not well experienced; the contractor shall deploy more staff or better-experienced staff at site as mentioned in the bid document to complete the work with quality and within stipulated time limit.

24.Specialized Agencies

Any specialized component of work in the project, for which expertise is lacking with the main contractor the same shall be carried out in association with a specialized agency to be approved by the Engineer-in-charge.

25.Rates

- a. The amount quoted by the Contractor are deemed to be inclusive of site clearance, setting outwork, profile, setting lay out on ground, establishment of reference bench mark(s), installing various signage, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers housings in sufficient numbers, working during monsoon or odd season, working beyond normal hours, working at all depths heights, lead, lift, levels and location and any other unforeseen but essential incidental works required to complete this work. Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts.

- b. Ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates from local bodies etc., protection works, and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in-Charge), shall be deemed to be included in amount quoted by the Contractor. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-in-Charge, a site / construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, cement and other storage, steel fabrication yard, site laboratory, water tank, etc. For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, notwithstanding the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them. All material shall only be brought at site as per program finalized with the Engineer-in- Charge.

26.Cleanliness of Site

- a. The contractor shall not stack building material/ malba / muck on the land or road of the local development authority or on the land owned by the others, as the case may be. So the muck, rubbish etc. shall be removed periodically as directed by the Engineer-in-charge, from the site of work to the approved dumping grounds as per the local byelaws and regulations of the concerned authorities and all necessary permissions in this regard from the local bodies shall be obtained by the contractor. Nothing extra shall be payable on this account.
- b. In case, the Contractor is found stacking the building material / malba as stated above, the Contractor shall be liable to pay the stacking charges/penalty as may be levied by the local body or any other authority and also to face penal action as per the rules, regulations and bye-laws of such body or authority. The Engineer –in- Charge shall be at liberty to recover, such sums due but not paid to the concerned authorities on the above counts, from any sums due to the Contractor including amount of the Security Deposit and performance guarantee in respect of this contract agreement.
- c. The contractor shall take instructions from the Regional Director or his representative regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed.
- d. The site of work shall be always kept clean due to constraints of space and to avoid any nuisance to the users of buildings in the adjacent plots.

27.De-Watering

- a. De-watering required, if any, shall be done conforming to BIS Code IS: 9759 (guide lines for de-watering during construction) and / or as per the specifications approved by the Engineer-in-Charge. Design of an appropriate and suitable dewatering system shall be the Contractor's responsibility. Such scheme shall be modified / augmented as the work proceeds based on fresh information discovered during the progress of work, at no extra cost. At all times during the construction work, efficient drainage of the site shall be carried out by the Contractor and especially during the laying of plain cement concrete, taking levels etc. The Contractor shall also ensure that there is no danger to the nearby properties and installations on account of such lowering of water table. If needed, suitable precautionary measures shall be taken by the Contractor. Also the scheme of dewatering adopted shall have adequate built in arrangement to serve as stand-bye to attend to repair

of pumps etc. and disruption of power / fuel supply. Nothing extra shall be payable on this account.

- b. In trenches where surface water is likely to get into cut / trench during monsoons, a ring bund of puddle clay or by any other means shall be formed outside, to the required height, and maintained by the Contractor. Also, suitable steps shall be taken by the Contractor to prevent back flow of pumped water into the trench. Nothing extra shall be payable on this account.
- c. The Contractor shall take all care to prevent any water- logging at site. The waste water, slush etc. shall not be allowed to be collected at site. It may be directly pumped into the creek with prior approval of the concerned authorities. For discharge into public drainage system, necessary permission shall be obtained from relevant authorities after paying the necessary charges, if any, directly to the authorities. The work shall be carried out in such a way that the area is kept clean and tidy. All the fees/charges in this regard shall be borne by the Contractor. Nothing extra shall be payable on this account.

28. Inspection of Work

- a. In addition to the provisions of relevant clauses of the contract, the work shall also be open to inspection by Senior Officers of ESIC and their representatives. The contractor shall at times during the usual working hours and at all times at which reasonable notices of the intention of the Regional Director or his representative or other officers as stated above to visit the works shall have been given to the contractor, either himself be present to receive the orders and instructions or have a responsible representative duly accredited in writing, to be present for that purpose.
- b. If any shortcomings, inferior workmanships etc., pointed out by ESIC Engineers shall be communicated to the contractor, upon receipt of instructions these are to be made good by necessary improvement, rectification, replacement up to his complete satisfaction.

29. Quality Assurance

- a. Contractor shall have to engage well-experienced skilled labour and deploy modern T & P and other equipment to execute the work. All material shall only be brought at site as per program finalized with the Engineer-in- Charge.
- b. The Contractor shall procure and provide all the materials from the manufacturers / suppliers as per the list attached .
- c. In case of non-availability of same ISI Certified materials shall be used with the prior approval from Engineer-In charge.
- d. Wherever ISI Marked material / fittings are not available, the contractor shall submit samples of materials / fittings manufactured by firms of repute conforming to relevant specifications or IS codes and use the same only after getting the approval of Engineer-In-Charge.

30. Testing:

- A. Any materials should be tested as instructed by Engineer-In-Charge. The contractor shall at his own cost submit samples of all materials sufficiently in advance. The decision of Regional Director or his representatives shall be final and binding in regards to the material to be used. No claim, whatsoever, of any kind shall be entertained from the Contractor on this account. Nothing extra shall be payable on this account.

- B. Testing of materials should be got done through the following Testing laboratories.(wherever applicable.)
 - a. All Government Institutes having testing Laboratory facility.
 - b. Indian Institute of Technology.
 - c. National Institutes of Technology.
 - d. Central Government / State Government Research Centers.
 - e. Centrally or State Government funded Laboratories stands approved.
 - f. Laboratory as approved by the competent authority.
 - g. National Council for Cement and Building Materials, Ballabgarh, Haryana.
- C. If any material, even though approved by Employer found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost.
- D. All the registers of tests carried out at Construction Site or in outside

31.Documentation

The contractor shall display all permissions, licenses, registration certificates, bar charts, other statements etc under various labour laws and other regulations applicable to the works, at his site office. He should also keep at site at least one set of latest version of BIS Codes and other relevant codes at site and produce the same if asked for by Engineer-In-charge

32.Preservation and Conservation Measures

All fossils, coins, articles of value of antiquity, structures and other remains or things of geological or archaeological interest discovered on project location during excavation/ construction shall be the property of the Government, and shall be dealt with as per provisions of the relevant Act. The contractor will take reasonable precaution to prevent his workmen or any other persons from removing and damaging any such article or thing. He will, immediately upon discovery thereof and before removal acquaint the Regional Director or his representative of such discovery and carry out the official instructions of Engineer-in-charge for dealing with the same, till then all work shall be carried out in a way so as not to disturb/damage such article or thing.

33.As the work will have to be carried out in building and area in use the contractor shall ensure

- a. That the normal functioning of premises/office of Employees' State Insurance Corporation activity is not effected as far as possible.
- b. That the work is carried out in an orderly manner without noise and obstruction to flow of traffic.
- c. That all rubbish etc. is disposed off at the earliest and the place is left clean and orderly at the end of each day's work.
- d. 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.
- e. When instructed to do so, the contractor shall ensure proper record keeping and storing of irreparable/dismantled material.

- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. Since the work is to be carried out in the occupied buildings, proper sequencing as regards dismantling of sanitary pipes, GI pipes, toilets etc. shall be done so as to cause minimum inconvenience to the occupants besides taking care of the constraint of keeping the system functional during repairs by making temporary arrangements, as required. Nothing extra shall be payable on this account.
- k. Adequate care should be taken by the contractor while dismantling, chiseling, demolishing work, drilling, cutting concrete/RCC/steel etc, that impact/vibration are minimum for consideration of structural safety and also for inconvenience caused to the users of the building. The reinforcement shall be carefully cut without causing excessive vibrations or damaging structure. Rates shall cover cost of all inputs of material , labour , T&P etc involved in operation in the works.

**Regional Director
ESI Corporation
Regional Office, Chennai**

Sign of Contractor :

Date :

Place:

Special conditions of contract

1) The following special Conditions of Contract(SCC) shall be read in conjunction with Instructions and Tender conditions (Chapter-II) of the Notice Inviting Tenders(NIT) . If there are any conditions in the special conditions of Contract which are at variance with the conditions of Chapter II, or anywhere else in the tender document , then the provisions in these Special conditions of contract only shall prevail towards such variance conditions.

2)The work shall be carried out complete as per agreement which includes schedule of Items, Instructions and Tender conditions , Special conditions of Contract, Technical Specifications, drawings etc.

3) The work in General shall be carried out as per latest CPWD specifications(part-III Lifts & Escalators) /relevant BIS code for Lift works, and other specifications/conditions as agreed upon.

4) The work shall be carried out in entirety by the lift agency only. Hence, all the items connected with the above work shall be assessed and considered before tendering itself. The site can be visited during working Hours (9 a.m to 4 p.m) for this purpose before tendering and the site requirement ascertained, with prior intimation to PMD Branch Branch/A.E(Electrical)/J.E (Electrical), ESIC RO Chennai.

5) Only the following facilities/items in connection with the proposed Lift work will be provided by ESIC :-

(i) "The existing old lift has been dismantled, and the same lift shaft will be utilized for erection of the new lift."

(ii) Three Phase Electric supply at designated point for operation of lift, with control switch/MCCB of suitable capacity. The same shall be used by Lift agency for Installation purpose of Lift also. No other Cabling/ Electric supply extension will be done by ESIC.

(iii) Hoist way lighting including 15/5 Amps socket outlets at suitable locations will be provided by ESIC. (after fixing of scaffolding arrangement in the Lift shaft by Lift agency).

(iv) Decoration tiles for front facia of Lift entrance at all floors with Granite/other suitable material.

(v) Machine room is already available. Agency may utilise the same if required. Necessary machine room door/ windows/Electrical Lighting and room Air-conditioning will be provided by ESIC if necessary.

(vi) Barricade arrangement around Lift shaft in each floor, wherever required, shall be done by ESIC.

6) No claim or demand by the lift agency to provide any labour / Tools/ or any other material associated with the Lift installation will be entertained by ESIC.

7) The Lift agency shall design and propose suitable model /type of lift as per requirement, which shall conform to latest standards and specifications. All the material used in Construction/Installation of lift shall confirm to relevant BIS code and CPWD specifications unless otherwise different conditions are agreed upon. However, the agency shall clearly indicate all the list of equipment / materials proposed for use, at the time of tendering itself.

- 8) ESIC has right to reject any material(s) at any stage of the work if in its opinion the same are defective/sub-standard quality.
- 9) (a) During work progress, restrictions if any imposed by ESIC or Local authorities regarding safety and security or for any other valid/compelling reasons, the agency is bound to follow the same. No extra amount is allowable on this account. However, suitable time extension will be allowed without penalty for justified and acceptable reasons of delay which are not attributable to agency.
- (b) No compensation shall be payable to the contractor for any damage caused by rains , lightening, wind, storm, floods, Tornado, earth quakes or other natural calamities during the execution of work. Lift agency shall make good all such damages at their own cost; and no claim on this account will be entertained.
- 10) The Lift agency has to follow ESIC permitted work timing only. It shall be ensured that only minimal sound disturbance is caused due to drilling work etc . If the lift agency prefers to work during Sunday/holidays, then suitable request shall be submitted in writing and prior approval of appropriate authority obtained.
- 11) The workers engaged by Lift agency are not permitted to stay in the ESIC premises. They should conduct them self properly during execution of entire work. Any worker/staff, if observed indulging in inappropriate behavior, will be directed for removal from site immediately by the Engineer-in-charge.
- 12) Security and safety of equipment/material shall be the responsibility of the Lift agency only, till satisfactory completion and handing over to ESIC. Store room of 120 to 150 sq.feet will be provided by ESIC at the nearest possible location for storing /safe custody of Lift material.
- 13) All civil works like chasing of wall, drilling holes, providing scaffolding arrangements etc. complete shall be arranged by the Lift agency only. ESIC will have no responsibility towards the same and no extra payment will be considered toward the same. Only load hooks if necessary will be arranged by ESIC based on the details to be provided by lift agency.
- 14) The agency only shall be fully responsible for any injury, health issues or any other issues caused to the workmen employed by them at work site. All necessary precautions shall be taken by agency to avoid any such occurrence. ESIC is not responsible on any account towards the same.
- 15) Obtaining of approval from local authorities for installation of Lift shall be the responsibility of the Lift agency. No extra payment shall be made on this account.
- 16) Arranging of Lift License shall be the responsibility of Lift agency. Necessary application/documents shall be prepared and submitted by the agency for signature of competent authority of ESIC. The cost involved for obtaining the Lift licence shall be incurred by Lift agency which will be later reimbursed by ESIC, on submission of claim with proper proof.
- 17) On satisfactory completion of Lift Installation, the agency shall offer it for performance and acceptance testing by ESIC, including arranging for Testing as per relevant standards, including load test. The entire testing shall be done in the presence of ESIC Engineer /committee approved by ESIC .

18) Interstate Road permit or any other approval of State/central Govt. for transportation of Equipment/Material, will not be issued by ESIC. The lift agency shall arrange Transit Insurance etc. if any involved. Nothing extra shall be paid by ESIC on this account.

19) Manufacturers test certificate showing that all equipment/materials have been tested in accordance with requirements of the relevant standard specification shall be furnished free of cost by lift agency.

20) On completion of the work, the agency shall provide proper training to the staff of ESIC for operation and General maintenance of Lift.

21) The complete lift installation shall be Guaranteed for one year from the date of taking over by ESIC , against any defect . The agency shall ensure all such defects are attended immediately, within reasonable time period agreeable to ESIC. However, in any case the time for attending defects during the warrantee period shall not exceed seven (7) days. Also, the warrantee shall remain extended to such period the Lift is not in usable condition due to defect.

22) In case of repeat fault of any equipment/ component/software for more than two occasions, then the entire equipment/ component/software shall be replaced free of cost by the lift agency within reasonable time frame. If undue delay is caused by the lift agency, then the same will be got done by ESIC at the risk and cost of the agency. Decision of ESIC is final in this regard.

23) Agency shall ensure that monthly service including Preventive maintenance is carried out free of cost during guarantee period. No consumable or any other material shall be provided by ESIC during free monthly service period. All breakdown calls shall be attended within 24 Hours.

24) 3 sets of operation and maintenance manuals and special instructions if any for care and maintenance during lift operation shall be supplied.

25) All rates quoted by the bidders shall remain firm for the contract period/extended contract period.

26) Payment Terms: -

(i) 80% of the pro-rata Contract value shall be paid on total supply of Equipment and materials and satisfactory inspection by ESIC Engineer-in-charge.

(ii) 10% of the pro-rata contract value on completion of Installation and successful testing and commissioning.

(iii) Balance 10% after one month from the date of taking over by ESIC and satisfactory performance of the lift.

28) No advance payments will be made. Stipulations like “levy of interest if payment is not made in a specified time etc”. are also not acceptable. The payment will be governed by regular ESIC terms only.

FOR AND ON BEHALF OF
CONTRACTOR

FOR AND ON BEHALF OF
OF EMPLOYER

Technical specifications of lift –

<u>Details/Specifications</u>	<u>To be confirmed by the agency Yes/No</u>	<u>Remarks if any</u>
a) Type:- Machine Room less		
b) Purpose :- Hospital Use		
c) Capacity:- 15 Passenger(1020Kgs)		
d) Speed of Lift:- 1.0 mtr/sec		
e) Stop :- 4 stops with all opening on the same side. (Ground +3 floors)		
f) Total Up travel :- 10 mtrs*		
g) Total down travel :- 10 mtrs *		
h) Car Group:- One (for the present). (Future one more lift may be added)		
i) Operation :- Full collective (Shall have provision for selective collective operation in future.)		
j) Machine :- Gearless		
k) Car finish:- Complete stainless steel		
l) False Ceiling :- Yes		
m) Ventilation :- Yes		
n) Flooring :- Vinyl tiles		
o) Car /Landing Door finish:- Stainless Steel		
p) Fire Rating:- 120 Mins		
q) Hoistway dimensions :- 2670mm(W)x2800mm(D)*		
r) Pit depth:- 1600 mm*		
s) Over Head-5000mm *		
Note:- * Agency to check actual site dimensions.		

(Signature of the Bidder, with Official Seal)

Lift agency has to necessarily furnish the following Technical details of the Lift offered by them along with Technical Bid.

S.No	ITEMS/SPECIFICATIONS	Details /confirmation by agency	Remarks
1	Type/Model of Lift (indicate Model number)		
2	Machine (Gearless)		
3	Traction Media		
4	Details of Car/Car Door/landing door Finish		
5	False Ceiling Type		
6	Ventilation fan		
7	Hand rails		
8	Car Flooring		
9	Car & Hoistway Door type		
10	Car position Indicator		
11	Hall Button		
12	Hall fixtures		
13	Automatic Rescue Device i/c Batteries		
14	<u>Standard Fixtures</u>		
a)	Anti-nuisance car call protection		
b)	Over Load Devices		
c)	Nudging		
d)	Emergency Fire man switch		
e)	Emergency car Light unit		
f)	Infrared Curtain door protection		
g)	Door Time protection		
h)	Emergency alarm Button		
i)	Extra Door time of Lobby & parking		
j)	Door open/close Button		
k)	Manual Rescue operation		
l)	Belt Inspection drive		
m)	Auto fan Cut off		
n)	Intercom		
o)	Car Chime		
p)	Voice Synthesiser		
q)	Smooth Deceleration		

(Signature of the Bidder, with Official Seal)

Form-A

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: 43/EE/PMD/ESIC/TN/SR/2025-2026.

Name of Tender / Work: - Supply, Installation, Testing & Commissioning of 15 passengers (1020 Kg) capacity as per latest version of BIS suitable for Hospital Bed in the existing lift shaft at ESI Hospital, Shivakasi, Tamil Nadu.

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 (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 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 our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization 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)

FORM 'B'

**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 Lakhs	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Name and contact details of concerned officer of the organization

(Signature of the Bidder, with Official Seal)

FORM 'C'

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 (attach 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 'D'

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 declaration by me has been enclosed herewith.
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 I/C, ESIC Regional Office Chennai 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. This 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: _____.

(FORM 'E')

FINANCIAL INFORMATION

Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three financial years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Sl. No.	Financial years	Gross Annual Turn Over	Profit/Loss.
1.	2020-21		
2.	2021-22		
3.	2022-23		
4.	2023-24		
5.	2024-25		

Signature of Chartered Accountant with Seal

Signature of Bidder(s)

(FORM 'F')

FORM OF PERFORMANCE SECURITY /BANK GUARANTEE BOND

In consideration of the Regional Director I/C, ESIC, Regional Office, Chennai, 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 I/C, ESIC, Regional Office, Chennai.

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 I/C, ESIC, Regional Office, Chennai, 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, Chennai any money that is demanded not withstanding 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, Chennai under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or the Additional Commissioner & Regional Director, Chennai 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 I/C, ESIC, Regional Office, Chennai, 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 Director I/C, ESIC, Regional Office, Chennai 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 I/C, ESIC, Regional Office, Chennai in writing.

8. This guarantee shall be valid up to Unless extended on demand by the Regional Director I/C, ESIC, Regional Office, Chennai. 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 ofFor(indicate the name of Bank)

Form-G

USER CERTIFICATE FOR WORK COMPLETION

This is to certify that Supply, Installation, Testing & Commissioning of 15 passengers (1020 Kg) capacity as per latest version of BIS suitable for Hospital Bed in the existing lift shaft at ESI Hospital, Shivakasi, Tamil Nadu carried out by M/s. _____ is completed in all aspects.

All the works in the scope of the Contract has been completed fully without any pending works and the site is cleaned thoroughly leaving no construction debris inside the campus.

WORK COMPLETION CERTIFICATE CUM FINAL PAYMENT ADVICE

Name of the Work :

Name of the Contractor :

Agreement No. & Date:

Date of Commencement of Work :

Stipulated Date of Completion :

Actual Date of Completion :

Gross Value of Bill :

Executive Engineer (C)

Annexure - I

CONTRACT AGREEMENT

This CONTRACT (hereinafter called the “Contract”) is made on the day of the month of 2025, between the Regional Director I/C, Regional Office, ESIC, Chennai 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 Supply, Installation, Testing & Commissioning of 15 passengers (1020 Kg) capacity as per latest version of BIS suitable for Hospital Bed in the existing lift shaft at ESI Hospital, Shivakasi, Tamil Nadu

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.	Notice Inviting Tender
2.	Guarantee for removal of defects after completion in respect of Anti-Termite and water proofing works (Annexure-II)
3.	Integrity Pact (Annexure-III)
4.	Integrity Agreement (Annexure-IV)
5.	Undertaking (Form-D)
6.	Online submitted Financial Bid Forms & Price Bid
7.	Tender acceptance letter issued by ESIC
8.	Work awarding letter issued by ESIC

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

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

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 I/C
Employees' State Insurance Corporation
Regional Office, Tamilnadu

Dated at _____

Witness: 1.....

2.....

ANNEXURE - II
INTEGRITY PACT
(On Bidder's Letter Head)

To

Regional Director I/C,
ESI Corporation,
Regional Office,
Chennai - 600034.

Subject: "Supply, Installation, Testing & Commissioning of 15 passengers (1020 Kg) capacity as per latest version of BIS suitable for Hospital Bed in the existing lift shaft at ESI Hospital, Shivakasi, Tamil Nadu"

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 - III
INTEGRITY AGREEMENT

This Integrity Agreement is made at on this..... Day of..... 2025

BETWEEN

The Regional Director I/C, Regional Office, ESI Corporation, Chennai, Tamilnadu
‘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)

PREAMBLE

WHEREAS the Principal / Owner has floated the Tender **(43/EE/PMD/ESIC/TN/SR/2025-2026.)** (herein after referred to as **“Tender/Bid”**) and intends to award, under laid down organizational procedure, contract for:- **Name of Work:** “ Supply, Installation, Testing & Commissioning of 15 passengers (1020 Kg) capacity as per latest version of BIS suitable for Hospital Bed in the existing lift shaft at ESI Hospital, Shivakasi, Tamil Nadu”

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 / ESIC 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 intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS:

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

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

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

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

WITNESSES:

1.
(Signature, name and address)
2.
(Signature, name and address)

Place:

Dated:

ANNEXURE - IV

Performa for Earnest Money Deposit Declaration

Whereas, I/ We
(Name of agency) have submitted bid for **Supply, Installation, Testing & Commissioning of 15 passengers (1020 Kg) capacity as per latest version of BIS suitable for Hospital Bed in the existing lift shaft at ESI Hospital, Shivakasi, Tamil Nadu.**

I/ We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

- (1) If after opening the tender, I/we withdraw or modify my/ our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,

Or

- (2) If, after the award of work, I/ we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/ we shall be suspended for one year and shall not be eligible to bid for ESIC tenders from date of issue of suspension order.

Contractor signature with seal

ANNEXURE-'V'

CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE TENDER

The following documents have been duly enclosed and attached along with the tender submission:

S.No	Description	Confirm yes/No
1	EMD-NIL (proforma of Undertaking Enclosed as Annexure – IV).	
2	Experience Certificate in similar lift works with Central / State Government / State Autonomous Bodies / Local Body Authorities / Public Sector Undertakings / Reputed Educational Institutions / Universities / Hospitals.	
3	Attested photocopy of PAN Card	
4	Latest acknowledged copy of Income Tax Return filed.	
5	Audited Profit & Loss Account and Balance Sheets of last three financial years (2022-23, 2023-24, 2024-25).	
6	GST Registration Certificate copy.	
7	Work Completion Certificates for similar lift installations (last 7 years) as per eligibility criteria.	
8	Proof of having executed at least one lift installation in a hospital/healthcare building.	
9	Declaration/Documents as per FORM: A-E and Annexure IV & V, duly filled & signed by the bidder.	

Bill of Quantity FOR THE FINANCIAL BID
(ONLY FOR REFERENCE)

Name of Work: Supply, Installation, Testing & Commissioning of 15-Passenger (1020 Kg) Capacity Lift Suitable for Hospital Bed in the Existing Lift Shaft at ESI Hospital, Sivakasi (District: Virudhunagar), Tamil Nadu – 626123.

S. No	Description of Items	Quantity	Rate (in figures)	Unit	Amount
1	Supply, Installation, Testing & Commissioning of 15 Passengers (1020 kg) capacity Passenger lift, as per existing lift shaft template, as per Latest I.S. specifications for lifts, including Automatic Rescue Device, and as per technical specifications, terms & conditions enclosed NIT Document and including Dismantling the existing passenger/Stretcher/Goods lift of all types travelling G+3 floors having with auto/manual operated doors for lift car & all landings with door frames, guide rails, controller, wiring buffers, Lift Machine, ropes complete with all allied accessories of Lift and making the site clear in all respect complete with refilling the holes with cement mortar & making the site as original this job includes transportation of the dismantled material up to division/section store and handing over to the section engineer/store keeper in charge complete..	1Job	2076414.00	Each	2076414.00
2	Dismantling the existing passenger/Stretcher/Goods lift of all types travelling G+3 floors having with auto/manual operated doors for lift car & all landings with door frames, guide rails, controller, wiring buffers, Lift Machine, ropes complete with all allied accessories of Lift and making the site clear in all respect complete with refilling the holes with cement mortar & making the site as original this job includes transportation of the dismantled material to Scarp sites.	1Job	78428.00	Each	78428.00
3	Credit for old dismantled lift including machine, car, doors, etc.having with auto/manual operated doors for lift car & all landings with door frames, guide rails, controller, wiring buffers, ropes complete with all allied accessories of of old lift. (to be taken away by the agency)	1Job	-101400.00	Each	-101400.00
	Total				2053442.00

The bidder shall quote their tender as a **percentage above / below / at par** with the estimated cost put to tender. The quoted percentage shall be written **both in figures and in words**. The total amount worked out on the basis of the quoted percentage shall also be indicated **both in words and in figures** in the prescribed Financial Bid only.