



ಕಾರ್ಮಿಕರ ರಾಜ್ಯ ವಿಮಾ ನಿಗಮ/ಕರ್ಮಚಾರಿ ರಾಜ್ಯ ಬಿಮಾ ನಿಗಮ  
**EMPLOYEES STATE INSURANCE CORPORATION**  
Ministry of Labour & Employment, Govt. of India  
**REGIONAL OFFICE, KARNATAKA**  
**NO.10, BINNYFIELDS, TANK BUND ROAD**  
**(NEAR BINNYMILL, NEXT TO ETA MALL)**  
**BINNYPET, BENGALURU-560023**  
Ph: 080-26742485. Fax: 080-26741307.  
Web Site: [www.esic.nic.in](http://www.esic.nic.in) & [www.esickar.gov.in](http://www.esickar.gov.in)

e - TENDER  
FOR

**NAME OF WORK:- REPAIR WORK OF ESI DISPENSARY, BRANCH OFFICES, STAFF-QUARTERS AT GULBARGA. (CIVIL & ELECTRICAL)**

# BID DOCUMENT

Issued by:-

-Sd-

(Additional Commissioner  
& Regional Director)

# INDEX

<a href="#">1</a> Notice Inviting e-Tender .....	3
<a href="#">2</a> Important Instructions for Bidders regarding Online Payment/Annexure B .....	5
<a href="#">3</a> ELIGIBILITY CRITERIA FOR BIDDERS/Annexure C .....	6
<a href="#">4</a> INSTRUCTIONS TO THE BIDDERS/Annexure D .....	8
<a href="#">5</a> SCOPE OF WORK/Annexure E .....	14
<a href="#">6</a> GENERAL CONDITIONS OF CONTRACT/Annexure F .....	15
<a href="#">7</a> Particular Conditions of Contract/Annexure G .....	23
<a href="#">8</a> Additional Terms and Conditions for Civil Works/Annexure H .....	25
<a href="#">9</a> LIST OF PREFERRED MAKE/Annexure I .....	27
<a href="#">10</a> LIST OF PREFERRED BRAND / MAKE OF MATERIALS FOR ELECTRICAL WORKS/Annexure J .....	31
11 TESTING OF MATERIALS/Annexure K .....	33
<a href="#">12</a> CONTRACT AGREEMENT/Annexure L .....	34
<a href="#">13</a> TECHNICAL BID PERFORMANCE/Annexure N .....	36
<a href="#">14</a> EXPERIENCE OF COMPANY/Annexure O .....	38
<a href="#">15</a> UNDERTAKING/Annexure P .....	39
<a href="#">16</a> CONSENT LETTER FROM ELIGIBLE ASSOCIATE AGENCY OF MINOR COMPONENT OF WORK/Annexure Q .....	40
<a href="#">17</a> MEMORANDUM OF UNDERSTANDING (M.O.U)/Annexure R .....	41
<a href="#">18</a> GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER-PROOFING WORKS (All Water - Proofing Items)/Annexure S. ....	43
19 Financial Bid/Annexure T . ....	45-62



ಕಾರ್ಮಿಕರ ರಾಜ್ಯ ವಿಮಾ ನಿಗಮ/ಕರ್ಮಚಾರಿ ರಾಜ್ಯ ಬಿಮಾ ನಿಗಮ  
**EMPLOYEES STATE INSURANCE CORPORATION**  
Ministry of Labour & Employment, Govt. of India  
**REGIONAL OFFICE, KARNATAKA**  
NO.10, BINNYFIELDS, TANK BUND ROAD  
(NEAR BINNYMILL, NEXT TO ETA MALL)  
BINNYPET, BENGALURU-560023  
Ph: 080-26742485. Fax: 080-26741307.  
Web Site: [www.esic.nic.in](http://www.esic.nic.in) & [www.esickar.gov.in](http://www.esickar.gov.in)

**Notice Inviting e-Tender**

**ESI Corporation, Regional Office, Bengaluru-560023 invites online bids from the eligible/registered contractors of CPWD, state PWD.,MES, Railways, BSNL civil wing or any other government body as civil contractor. in two bid system for repair work of Esi dispensary, branch offices, Staff- Quarters at Gulbarga. (civil & electrical)**

Sl.	Item	Details
1	Name of work	<b>REPAIR WORK OF ESI DISPENSARY, BRANCH OFFICES, STAFF-QUARTERS AT GULBARGA. (CIVIL &amp; ELECTRICAL)</b>
2	Time for Completion	3 Months
3	Estimated Cost	Rs.30, 48,570/- (Rs. Thirty lakh forty eight thousand five hundred and seventy only)
4	Earnest Money Deposit (EMD)/Cost of Tender	The Total amount of Rs.61471./-(EMD Rs 60971 /-+Cost of Tender Rs 500/-) which shall be in the form of Demand Draft Or Bankers Cheque scheduled Bank issued / drawn in favour of 'ESI FUND ACCOUNT No.1', payable at Bengaluru. The unsuccessful bidder will get only EMD amount. <b>Note:</b> - Exemption letter of EMD issued by any Government bodies are Not Valid.
5	Tender Document	The tender document may be downloaded from <a href="http://www.esic.nic.in/tenders">www.esic.nic.in/tenders</a> , <a href="http://www.esickarnataka.gov.in">www.esickarnataka.gov.in</a> and <a href="http://www.esictenders.eproc.in">www.esictenders.eproc.in</a> from 31/01/2019 to 15/02/2019 at 10.00 Hrs
6	Last Date of submission	Technical bid and Financial bid must be submitted online at <a href="https://esictenders.eproc.in">https://esictenders.eproc.in</a> during the period from 31/01/2019 to 15/02/2019 at 10.00 Hrs . Further Only those who participated in online process the hard copy of tender (Financial and Technical) have to drop the sealed tender in tender box placed in the RO office Bengaluru.
7	Pre Bid Meeting	Pre Bid Meeting will be held on 07/02/2019 at 1430Hrs.
8	Date of opening of tender	The technical bids of tenders shall be opened in the presence of the tenderers who desire to be present on 15/02/2019 at 14.30 Hrs at Regional Offices, ESI, Binnypet, and Bengaluru. In case 15/02/2019 is declared a public holiday, tenders shall be opened as per above schedule on the next working day. The date for opening of Financial Bids of those bidders who are found technically qualified shall be communicated separately. Further it is advised that hard copy of the financial bid and the technical bid may be dropped duly sealed into the tender box placed in the Regional Office of ESI Corporation situated in Bangalore.

Additional Commissioner & Regional Director  
Employees' State Insurance Corporation

**Important Instructions for Bidders regarding Online Payment/Annexure B**

All bidders/contractors are required to procure Class-IIIB Digital Signature Certificate (DSC) with Both DSC Components i.e. Signing & Encryption to participate in the E-Tenders.

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

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

<https://esictenders.eproc.in>  
<https://www.tpsl-india.in>  
<https://www4.ipg-online.com>

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

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

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

**ELIGIBILITY CRITERIA FOR BIDDERS/Annexure C**

SI.No	COMPONENT OF WORK	ESTIMATED COST (Rs.)	ELIGIBILITY
1.	CIVIL WORKS  (Major Component)	<b>RS. 30,48,570/-</b>	Registered contractors of C.P.W.D.s /State P.W.D.s./M.E.S./ Railways/  BSNL Civil wing or any other Government body as Civil Contractor.

**Rest Eligibility condition as given below**

1. The bidder should have minimum three years experience as on Last day of the month previous to the one in which tenders are invited in similar nature of works. (Similar nature of works means that the applicant should have completed the civil works including the water supply, sanitary installation and drainage work or Repair and Maintenance works including the water supply, sanitary installation and drainage works & its External in Central Govt. offices/ State Govt. offices/ attached offices/ statutory bodies/ PSU departments).
2. Average Annual Financial turnover during the immediate last 3 consecutive financial years should be at least 30% of the value of work to be executed (copies of balance sheets signed by Chartered Accountant to be submitted online).
3. The applicant should have also successfully completed similar works in Central Govt. offices / State Govt. offices / attached offices / statutory bodies / PSU departments during the period of last seven years ending on last day of the month previous to the one in which tenders are invited, either of the following :
  - a) Three similar completed works costing not less than the amount equal to 40% of estimated cost put to tender.
  - or
  - b) Two similar completed works costing not less than the amount equal to 60% of Estimated cost put to tender.
  - or
  - c) One similar completed works costing not less than the amount equal to 80% of estimated cost put to tender.

(Their completion certificate along with cost of the work, period and nature of work in the prescribed Performa of the department duly signed by the competent authority should be furnished online)

4. The Tenderer must have been registered in C.P.W.Ds/State P.W.Ds./M.E.S./ Railways/BSNL Civil Wing or any other government body as Civil Contractor.
5. The tenderers must have to submit a Self-Certificate that they have not been indicted for any criminal, fraudulent or anti-competition activity and have not been blacklisted by any Govt. departments or otherwise.
6. All documents as stated in point no. 2.2 of Annexure – D must be submitted online in Technical Bid.

**INSTRUCTIONS TO THE BIDDERS/Annexure D**

**Earnest Money Deposit (EMD)/Cost of Tender:**

1.1.1 The Total amount of Rs 61471/- (Rupees Sixty One Thousand Four Hundred and Seventy One only) which shall be in the form of Demand Draft or Bankers Cheque of scheduled Bank issued / drawn in favour of 'ESI FUND ACCOUNT No.1', payable at Bengaluru. The unsuccessful bidder will get only EMD amount.

**Note** :- Exemption letter of EMD issued by any Government bodies are Not Valid.

1.2. EMD including Cost of Tender shall be placed in separate sealed cover by writing the Name of work and Location\_On the envelope. If the Earnest Money/Cost of Tender is not found as per the prescribed manner then Technical & Financial Bid shall not be opened.

**1.1.2 a. The Last date and time for submission of the tender in tender box is 15/02/2019 at 10.00 Hrs.**

1.2 b. The Site visit for work is available and can be seen on any working day during Office hours by Contacting Shri SS Patil AE(C) or Shri Upendra Meena, JE(E) ESIC Medical College Kalburgi and For any clarification regarding tender related issues/documents the bidder may Visit Construction Branch Regional office Bengaluru.during Office hours.  
Address of Work Spot:- ESI DISPENSARY, BRANCH OFFICE, STAFF QUARTERS,CIB Coloney,Behind Central Bus, Gulbarga-585103.

1.2 b. The Delayed / late tenders, for whatever reason, will be summarily rejected.

1.3. EMD as mentioned above will be accepted in above manner shall accompany the bid.

1.4. EMD shall remain valid for a period of 90 days. A bid received without EMD shall be rejected at the bid opening stage.

1.5. The earnest money shall be refunded to the unsuccessful tenderers after finalization of the contract.

1.6. No interest is payable on the EMD.

1.7. The EMD may be forfeited, if a bidder withdraws his bid during the specified period of bid validity, specified in the bid documents. In the case of successful bidder, if the bidder fails to submit the agreement bond along with Performance Guarantee within time specified in the Tender document after awarding of the contract, ESIC shall without prejudice to any other right or remedy available in Law, be at liberty to forfeit the earnest money absolutely.

1.8. Letter of authorization to attend bid opening.

1.9. **Pre Bid Meeting**



A Prebid meeting shall be held on 07/02/2019 at 1430Hrs at ESIC RO Bengaluru to Clarify Issues connected with the tender. Interested Bidders are invited to attend the same.

## 2. Submission of bids:-

2.1. Each and every page of the tender documents should bear the stamp and signature of the person whose name registration exists or he/she shall be authorized legally or any representative by clearly mentioning the name and stating that the person can sign the tender documents on his behalf. Format enclosed shall be filled without exception.

2.2. The tenderer should take care to upload online all the information sought by the Employees' State Insurance Corporation in prescribed formats. Also, the tenderer has to upload online the scan copies of following documents along with technical bid:-

- (a) **E.M.D Plus Cost of Tender. Of Rs. 61471/-.**
- (b) PAN Card
- (c) Clause by clause compliance demonstrating substantive responsiveness to the commercial condition by signing and stamping on all the pages of the original bid documents in online submission.
- (d) Certificate of Incorporation/ Shop & Establishment Registration Certificate of Firm/ Memorandum and Article of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be.
- (e) Balance sheet/ P & L Account for last three financial years **(i.e. for the year 2015-16, 2016-17, 2017-18).**
- (f) Income Tax Return of the Firm for last three financial years **(i.e. for the year 2015-16, 2016-17, 2017-18).**
- (g) GST Registration Certificate.
- (h) Annual turnover of works for immediate last 3 consecutive financial years **i.e. for the year 2015-16, 2016-17, 2017-18**, duly certified by Chartered Accountant.
- (i) Satisfactory completion certificate of similar nature of work (as per sr. no. 3 of Annexure –C, i.e. eligibility condition)
- (j) Registration Certificate of the firm under ESIC.
- (k) Registration Certificate of the firm under EPFO.

- (l) Valid License/ Registration of the firm from C.P.W.Ds/ State P.W.Ds./ M.E.S./ Railways/ BSNL Civil wing or any other government body as Civil contractor.
  - (m) Registration certificate of the firm under the Contract Labour (Regulation & Abolition) Act 1970 & Contract Labour Central Rule (Regulation & Abolition) 1971, if applicable.
  - (n) Professional Tax Registration Certificate.
  - (o) A self-certificate that they have not been indicted for any criminal, fraudulent or anti-competition activity and has not been blacklisted by any Govt. departments or otherwise.
  - (p) Complete Bank Details/ Cancelled Cheque
- Technical bid shall be opened on the date as mentioned in NIT. The financial bid of the tender shall be opened only for the tenders, which qualify in the technical bid. The date for opening of Financial Bid shall be communicated separately.

### **2.3 EVALUATION OF TECHNICAL BID:-**

Bid received and found valid will be evaluated by the ESIC to ascertain the best evaluated bid for the complete work /services under the specifications and documents. the tenderer should take care to submit the all the information sought by the ESIC in prescribed formats

### **2.4 FINANCIAL BID:**

Financial bid must be submitted online only at <https://esictenders.eproc.in>. The financial bid of the tenderers, whose technical bid is found to be qualified, will be opened in the presence of the tenderers, who desire to attend the opening of financial bid.

2.5 The Central Sales Tax, Local Sales Tax, VAT, Purchase Tax, Turn over Tax, Service Tax, GST ,ESI , EPFO or any other tax, wherever applicable, inclusive of all cess and all duties in respect of the contract, must be payable by the contractor. The ESIC, will not entertain any claim what so ever in respect of the same.

2.6 The **rates** for each and every item shall be quoted **in Figure and words** in Indian currency in the financial bid enclosed in this tender document. In case of any discrepancy in rates, the rates written in words shall prevail.

2.7 The Rates quoted shall be firm, fixed and inclusive of cost of **GST,ESI ,EPFO, Manpower, Material, Machinery, tools and plant, duties and levies, insurance, Works contract tax, Labour Welfare cess Etc.**

No escalation of whatsoever nature shall be payable later on.

2.8 The Contractor has to submit the proof remittance of GST towards this work. However, the responsibility towards payment of GST lies with the contractor.

2.9 The tenderers shall produce their valid enlistment with the appropriate authority for all types of Taxes, GST, Cess, Duty, Contribution etc.

**3 EMD (as per Annexure-D-1.1) and Hard copy of financial and Technical bid may be dropped in the tender box placed at the following address :**

**Regional Office**

Employees State Insurance Corporation  
Panchdeep Bhavan, NO.10, Binnypet, Bengaluru-560023

4 The Site visit for work is available and can be seen on any working day during Office hours by Contacting Shri SS Patil AE(C) or Shri Upendra Meena, JE (E) ESIC Medical College Kalburgi and for any clarification regarding tender related issues/documents the bidder may Visit Construction Branch Regional office Bengaluru. During Office hours. The tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting the tenders, the form and nature of site, the means of access to the site etc. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

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

6 The work shall remain open for acceptance for a period of **90** days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance/Indent whichever is earlier or makes any modifications in the terms and conditions of the tender which are not acceptable by the ESIC and, shall be without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money.

**7 RIGHTS OF ACCEPTANCE/ REJECTION:**

Additional Commissioner, ESI Corporation, Karnataka 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.

If 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.

**8. PERFORMANCE GUARANTEE:**

8.1 The successful contractor will be required to furnish an irrevocable performance guarantee of 5% (Five percent) of the tendered amount in addition to other deposit mentioned elsewhere in the contract for his proper performance of the contract (not withstanding and /or without prejudice to any other provisions in the contract) within 10 days from the date of issue of letter of acceptance of tender.

8.2 The guarantee shall be in the form of Demand Draft/ Banker's Cheque in favour of ESI Fund A/c No. 1 of any scheduled bank.

- 8.3 EMD shall be returned to the successful bidder after receiving Performance Guarantee from he/she/them and making Contract Agreement with him/her/them.
9. Letter of Acceptance of tender/Work Order shall be issued in the first instance to the successful tenderer with the decision/approval of the competent authority and letter for commencement of work awarded shall be issued only after the Performance Guarantee in the prescribed form is received from the successful tenderer/contractor. In case of failure of the contractor to furnish the Performance Guarantee within the specified period, the ESIC shall without prejudice to any other right or remedy available in Law, be at liberty to forfeit the earnest money absolutely.
10. **SECURITY DEPOSIT:**  
The contractor shall permit ESIC at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill value of the work. Such deductions will be made and held by ESIC by way of Security Deposit. Security Deposit would be released after completion of defect liability period (ie.1 year).
11. On acceptance of the tender, the name of the accredited representative(s) of the contractor, who would be responsible for taking instructions from the Engineer/Authority, shall be communicated in writing to the ESIC.

**12. Award of work :**

The selection of the agency will ordinarily be done by Competent Authority on the recommendations of the Tender Committee, which however will be at the sole discretion of the ESIC which reserves its right to accept or reject any or all the proposals without assigning any reason.

The contract for the subject Repair (Civil & Electrical) Work of ESI Dispensary Branch Offices, Staff-Quarters, at Gulbarga and Branch Offices Gulbarga shall be awarded to the qualified responsive tenderer who has quoted the lowest price for execution of the work and so recommended by the Tender Committee. However the **unreasonable rate** i.e. any rate far below estimated rate / estimated value, will be treated as unreasonable & unresponsive considering quality of work and such quote will not be accepted. Further **unreasonably high rate(s)**, if so considered on rate analysis, etc., will also not be accepted even if the lowest among all the quoted rate(s). Upon evaluation of offers, the notification on award of contract will be intimated to the successful tenderer and work order will be issued. No tenderer/bidder shall be permitted to alter or modify the financial bid after the closing date & time of tender. In case the tenderer/bidder tries to alter or modify the financial bid after closing date, or put any condition for acceptance of work award letter during tender finalizing process, it/his tender will be cancelled and EMD will be forfeited.

13.

**After submission of letter of consent by the successful bidder, Security Money will have to be deposited, the agreement deed will have to be executed, and work will have to be started within 15 days from the agreement failing which the contract may be cancelled and EMD / Security Deposit would be liable to be forfeited**

Additional Commissioner & Regional Director

Employees' State Insurance Corporation

Sign & Seal of the Contractor : .....

Date : .....

Place: .....

## SCOPE OF WORK/Annexure E

### Details of Premises/Buildings

Name and Address of Building	Nature of Facility
<b>REPAIR WORK OF ESI DISPENSARY, BRANCH OFFICES, STAFF-QUARTERS AT GULBARGA. (CIVIL &amp; ELECTRICAL)</b>	<b>Repair works</b>

### Scope of Works/Services:

Repair Works as per Schedule of Quantity/Technical Bid

**GENERAL CONDITIONS OF CONTRACT/Annexure F**

**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 Employees' State Insurance Corporation and the legal successors in title to Employees' State Insurance Corporation.
- (ii) **“Engineer”** means the person appointed by Employees' State Insurance Corporation to act as an Engineer for the purpose of the Contract.
- (iii) **“Contractor”** means an individual or firms 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 for 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 ‘H’)
- (v) **“Specification”** means the specification of the works included in the contract and any modification thereof. The items of works shall be executed in strict accordance of CPWD specifications.
- (vi) **“Drawings”** means all the completion drawings, calculations and technical information of a like nature provided by the Engineer 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 ‘H’.
- (xi) **“Appendix to Tender”** means the appendix comprised in the form of Tender annexed to these Conditions.
- (xii) **“Commencement Date”** means the date from which the Contractor is directed by ESIC to start the works in writing.
- (xiii) **“Time for Completion”** means the time period for which the contract has been allowed to be completed by the employer to the contractor.

- (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 removing of any defects therein in accordance with the provisions of the Contract.
- (xvi) **“Extra Item Price”** Any items of works if it is not available in Bill of Quantities and required to be executed in the interest of completion of work.
- (xvii) **“Substitute Item Price”** Any items of works required to be executed in the interest of completion of work and replace by the similar item available in Bill of Quantities.
- (xviii) **“Retention Money”** means the aggregate of amount retained by the Employer as Security Deposit.
- (xix) **“Works”** means the Permanent Works and the Temporary Works or either of them to be executed in accordance under the contract and contract specifications.
- (xx) **“Site”** means the places provided by the Employer to the Contractor.
- (xxi) **“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 as specified in the Contract.

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

The Drawings shall remain in the sole custody of the Employer 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 is deemed to have 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 the site of work in connection with the works and for remedy of any defects therein.

## **6. Engineer at Liberty to Object**

The Engineer 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, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Engineer to be undesirable and such person shall not be again allowed upon the Works without the consent of the Engineer. Any person so removed from the Works shall be replaced immediately.



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

The Contractor shall, throughout the execution and till completion of the Works remedying of any defects therein:

- (i)** Have full regard for the safety of all persons entitled to be upon the site and keep the site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons, and
- (ii)** Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works or for the safety and convenience of the public or others, and
- (iii)** Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others, resulting from pollution, noise or other causes arising as a consequence of his methods of doing work activities under the contract.
- (iv)** All safety rules prescribed by the Government should be complied and shall be strictly observed to execute the work and safety of manpower deployed.

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

- (i)** During the execution of the work any loss or damage to the property and life of his employee arising from a cause for which contractor is responsible.
- (ii)** For loss or damage occasioned by the Contractor in the course of any work carried out by him for the purpose of complying with his obligations.
- (iii)** It shall be the responsibility of contractor to notify the Insurance Company of any change in the nature and extent of the works and to ensure the adequacy of the Insurance cover at all times during the period of contract.

## **(B) Damage to Persons and Property**

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:

- (a) Death or injury to any person, or
- (b) Loss or damage to any property (other than the Works):

Which may arise out of or in consequence of the Repair works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

### **9. Accident or injury to Workmen**

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman under Compensation Act for death or injury resulting from any act or default of the contractor. The contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and expenses whatsoever in respect thereof or in relation thereto.

#### **10.1 Evidence and Terms of Insurance**

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

#### **10.2 Compliance with Statutes and Regulations:**

The Contractor shall conform in all respects, including by giving all notices and paying of all fees/charges, with the provision of:

- (a) Any National or State Statute, Ordinance or other Law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and
- (b) The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, and the Contractor shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such provision.
- (c) Any changes required for approval due to revision of the local laws.

#### **11. Default contractor in Compliance**

In case of default on the part of Contractor in carrying out such instruction within the time specified therein or, if none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any payments due or to become due, to the Contractor and the Engineer shall notify the Contractor accordingly.

#### **12. Time for Completion**

The time limit of work shall be as mentioned in the letter of commencement/Work Order and shall start from the date of issue of letter or as informed by through Letter/Work Order or as decided by Additional Commissioner.

#### **13. Extension of Time for Completion**

The extension of the period for completion of work can only be granted on the valid and unavoidable grounds by the competent authority as per same terms and conditions of Contract and based on the requirements of Employer/Users.

#### **14. Termination of Contract:**

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

#### **15. Defect Identification and its rectifications**

Contractor shall immediately attend the defects and complaints after getting intimation at site. Defect Liability period shall be 12 months from the date of completion of work under Bill of Quantities for measurable works. The contractor shall rectify at his own expenses, any defect in the work carried out by him during this period. On failure of the contractor to do so, the same shall be executed by the Employer through other means as deemed fit, at the risk and cost of the contractor.

#### **16. Compensation for Delay**

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

#### **Contractor's Failure to Carry out Instructions**

(Instruction read and Complied/Term and Conditions Accepted)  
(Sign and Seal of Bidder)

In case of default on the part of the Contractor in carrying out defect rectification works, the Employer shall be entitled to employ and pay other persons/agency to carry out the same and if such work, in the opinion of the Employer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall be determined and recovered from the Contractor by the Employer and may be deducted from any payment due or to become due to the Contractor.

#### **18. Instruction for Variations**

Quantities given in the Bill of Quantity may increase or decrease from the provision of contract quantity being estimated quantities. The quantity of any particular item may vary to any extent. Variation in quantity in particular items or overall cost, does not entitle contractor to claim for any extra rate then tendered.

#### **19. Method of Measurement**

The Engineer shall determine by measurement of the value of actual work done in accordance with the Contract and shall be paid proportionately. The works shall be measured net, notwithstanding any general or local custom, except where otherwise provided in the Contract. The method of measurements shall be followed as per the CPWD Norms / Specifications.

#### **20. Certificates and Payments**

##### **Mode of payment and Statements to be submitted by the contractor-**

The payment will be made in three instalments. The **first instalment of 30%** will be paid **after completion of one-third of the work** on the basis of **first running bill** and details of executed work submitted by the contractor, and verification thereof. The **second instalment of 30%** will be paid after **completion of the two third of the work** on the basis of **second running bill** and details of executed work submitted by the contractor, and verification thereof and **third and final instalment (balance 40%)** will be paid **after full completion of work** on the basis of **final bill** and details of executed work submitted by the contractor, and verification thereof. **If** the contractor does not submit running on account bills, and chooses to submit **final bill only** after completion of the work, s/he may do so and **full payment** will be made on submission of single final bill, after verification.

The contractor will be required to submit monthly statement (progress report) for the work executed in tabulated form approved by the engineer showing the amount to which the contractor considers to be entitled. The contractor is also required to submit certificate of materials used and tests carried out for quality control if required by the specification and the Engineer. It may be noted that the first instalment will not be released before the completion of one-third of the work and similarly the second instalment will not be released before completion of two-third of the work, similarly the final instalment will not be released before full completion of the work.

##### **21.1 Deduction of Income tax**

The amount to be deducted towards the income tax shall be at the rate applicable.

##### **21.2 Labour Welfare Cess**

Rate on the work done shall be deducted from each bill as per statutory requirements, as applicable.

**22. Performance Guarantee:**

Within **10** days of issue of letter of Work Order/Intent of Work/acceptance of tender, the Contractor shall submit a Performance Guarantee @ 5% of the Value of Contract amount for proper performance of the Contract in the form as specified in the contract.

The performance security can be en-cashed by the Employer to recover any amount which is payable by the contractor to the Employer on any account for a cause arising out of the contract.

**23. Correction of Certificates:**

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

**24. Final Certificates:**

Within 60 days after receipt of the Final Statement, and the written discharge, the Engineer shall report to the employer (with a copy to the Contractor) with a Final Certificate stating:

**(a)** The amount which, in the opinion of the Engineer, is finally due under the Contractor, and

**(b)** After giving credit to the Employer for all amounts previously paid by the employer and for all sums to which the Employer is entitled under the contract.

**25. Default of Contractor:**

If the performance of the contract is not satisfactory and not corrected within 15 days of receiving notice, then employer shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Contractor.

**26. Amicable Settlement of Dispute:**

The parties (the Employer and the Contractor) shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

**27** Any of the Clauses/Conditions which have not been covered in this contract General clauses/conditions of contract, CPWD 2014 will be referred and Will apply

**28. Arbitration:**

Any dispute and differences relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or

these conditions or otherwise concerning the works or the execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof in respect of which amicable settlement has not been reached shall be referred to the Sole Arbitrator appointed by the Chief Engineer, Employees' State Insurance Corporation, who shall proceed as per the Arbitration Act, 1996.

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

**28.2** The award of the Arbitrator shall be final, conclusive and binding on both the parties (the Employer and the Contractor).

**29. Payment on Termination:**

In the event of termination of the contract, employer shall be at liberty to get balance work done at the risk and cost of the contractor and due payment of the contractor, if any, shall be released after the completion of whole of the works.

Additional Commissioner & Regional Director  
Employees' State Insurance Corporation

Sign and seal of Contractor: .....

Date : .....

Place: .....

**Particular Conditions of Contract/Annexure G**

- CPWD specifications shall be followed. Where not available, BIS/Engineering practice as directed by the Engineer shall be followed. The materials shall be got approved prior to its use for work from the Engineer-In-Charge of the ESIC.
- Formats of Performance Guarantee and Contract Agreement are at Annexure I and Annexure H respectively.
- As the work will have to be carried out in building and area in use, the contractor shall ensure :
  - a. All design/drawing work/s involved in this tender is/are in the scope of Contractor, which is/are to be submitted by them to ESIC with the vetting/certification of Government Engineering College/NIT/ IIT before execution of respective and allied work/s.
  - b. That the normal functioning of Employees' State Insurance Corporation activity shall not be effected as far as possible.
  - c. That the work will be carried out in an orderly manner without noise and obstruction to flow of traffic.
  - d. That all rubbish etc. will be disposed off at the earliest and the place will left clean and orderly at the end of each day's work.
  - e. The work shall be carried out by the qualified worker for their part of work. He shall be responsible for their conduct. The staff shall behave in a courteous manner. The contractor shall be held responsible for any loss or damage to Employees' State Insurance Corporation property.
  - f. The contractor shall ensure safety of his workers and others at site of work and shall be responsible for any consequence arising out of execution of the Repair work.
  - g. When instructed to do so, the contractor shall ensure proper record keeping and storing of irreparable/dismantled material.
  - h. The contractor has to make his own arrangement for use of the same including extending temporary lines etc. The responsibility for following relevant rules, regulations and loss in the regard shall be entirely that of the contractor.
  - i. The contractor shall take proper care during dismantling operations to ensure that there is no danger/damage to any adjoining/existing structures and in case of any damage the contractor shall re-do the work/do the necessary repairs as per direction of the Engineer-in-Charge, for which no claim would be entertained by the department.

- j. For any substituted items/deviations in quantities of BOQ items, Contractor has to intimate to ESIC and obtained prior approval from Competent Technical Authority before work execution.
- k. The work shall be carried out in manner complying in all respects with the requirement of relevant byelaws of the local Municipal Corporation or the other local Govt. body whatsoever.
- l. The contractor shall put necessary boards on display forbidding the residents/staff/public from approaching the building under repair to avoid any accident.
- m. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution-boards. They shall be responsible for all damages and accidents caused due to negligence on their part.
- n. All incidental charges of any kind including cartage, storage, cutting, wastage and safe custody of materials etc. (not covered under any other condition) shall be borne exclusively by the contractor and nothing extra shall be payable to them on this account.
- o. All warning boards and displays, such as REPAIR WORK IN PROGRESS, KEEP AWAY FROM BUILDING, NO PARKING etc. along with sufficient supervisory staff on ground shall be provided by the contractor, wherever required. Nothing extra shall be payable on this account.
- p. Water and Electricity shall be arranged for his/her/their work at the site by the contractor at his own cost. Nothing extra shall be payable on this account.
- q. The site of work shall always be kept neat and clean due to constraints of working space in and around buildings. To avoid nuisance to the occupants/staff, all building rubbish unserviceable materials shall be periodically removed from the premises to the approved municipal grounds and all necessary permissions in this regard have to be obtained by the contractor from the Competent Authorities. Nothing extra shall be payable on this account.
- r. 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.
- s. The area of dismantling / Demolition / replastering / repairing as per relevant items etc. given in the tender may have to be got done in patches, at different heights / levels also for which nothing extra shall be payable.
- t. Lifting of materials such as cement, sand, wooden planks etc. through the building lifts are prohibited. No mixing or off loading etc. of mortar / cement concrete etc. over the open terrace / flooring shall be permitted. Arrangements as deemed it shall be made without making inconvenience to the occupants/staff/public, by the contractor for mixing/ lifting/off loading all materials etc. at no extra cost.
- u. The services of contractor may be utilized for Branch Offices/Dispensaries etc. (of Gulbarga Region) as and when required/directed by the Employer, on the same terms, conditions & rates as per this agreement.



## **Additional Terms and Conditions for Civil Works/Annexure H**

### **GUARANTEE FOR WATER PROOFING TREATMENT**

Five years guarantee in prescribed (attached) Performa attached must be given by the contractor for the water proofing treatment. In addition 10% (ten percent) of the cost of these items would be retained as guarantee to watch the performance of the work executed. However, half of this amount (withheld) would be released after two monsoon season after the completion of the work if the performance of the water proofing work done is found satisfactory. If any defect is noticed during the guarantee period it should be rectified by the contractor within seven days and, if not attended to, the same shall be got done by other contractor/agency at the risk and cost of the contractor. In any case the guaranteeing firms during the guarantee period should inspect and examine the treatment once in every year and make good any defect observed. However, the security deposit can be released in full, if a call

Bankers cheque/Demand Draft of scheduled Bank issued / drawn in favour of 'ESI FUND ACCOUNT No.1', payable at Bengaluru, for 5 (Five) year is produced and deposited with the department.

### **PRODUCT DELIVERY, STORAGE AND HANDLING :-**

- a. The contractor shall construct storage space for chemicals and other materials to ensure that the storage conditions are as recommended by the manufactures.
- b. All the materials shall be procured and delivered in sealed containers with labels equable and intact.
- c. All the chemicals (polymers, rusticides, epoxy water proofing compound, etc.) shall be procured in convenient packs, say 20 litres (kgs.) capacity packing only or as approved by the Engineer-in-Charge, and not in bigger capacity containers, say 200 litre (Kgs.) drums.

All required material for the ARM Work shall be got approved, procured and deposited with the departmental supervisory staff. The material will kept in joint custody of the Contractor and the department. The watch and ward of such material shall however, remain to be the responsibility of the Contractor and no claim, whatsoever, on this account shall be entertained. Different containers of each chemical shall be serially numbered on packing and also consumed in that order. Day to day account of receipt, issue and balance will be regulated by the department and proper account shall be maintained at the site of work in the prescribed from as per standard practice.

- e. All the chemicals shall be procured by the contractor directly from the manufacturer or their authorized dealers and copies of challans / cash memos towards the quantity of various chemicals procured shall be made available by the contractor to the department and the same shall be kept in record. The name of manufacturers, manufacturer's product identification, and manufacturer's mixing instructions, warning for handling and toxicity and date of manufacturing and shelf life shall be clearly and legibly mentioned on the labels of the each container.

- f. The contractor shall submit for the chemicals procured, manufacturer's and /or authorized dealer's certificate regarding supplying and verifying conformance to the material specification, as specified.
- g. All filled containers shall be handled in safe manner and in a way to avoid breaking container seals.
- h. Empty containers of the chemicals should not be removed from site till the completion of work and shall be removed only with the written approval of the Engineer-in-Charge.
- i. All arrangement for measuring, dosing and mixing of material / chemicals at site has to be made by the contractor. Nothing extra shall be payable on this account.
- j. Contractor shall suitably advise his site Engineer and all the workers as regard safe handling of chemicals. Necessary protective and safety equipments in form of hand gloves, goggles etc. shall be provided by the contractor at no extra cost and also used at site.
- k. All incidental charges of any kind including cartage, storage, wastage and safe custody of material etc. shall be borne by the contractor and no claim, whatsoever, shall entertained on this account.
- l. Contractor shall use materials of preferred make as specified in the Annexure I and Annexure J

**LIST OF PREFERED MAKE/Annexure I**

<b>No.</b>	<b>Materials</b>	<b>Approved Brands</b>
1	Cement (Grey)	Ambuja, Birla, ACC, Ultra Tech., , Birla J & k, ZUARI or Equivalent
2	Steel	SAIL/ TISCO/Jindal Steel/ RINL or other primary producer of steel as approved by Ministry of Steel or Equivalent .
3	Floor Tiles (Mosaic) ISI marked	Shyam Tiles, Super Tiles, Hind Mosaic,
4	Floor Tiles (Chequered) (ISI marked only)	Shyam Tiles, Super Tiles, Hind Mosaic,
5	C.P. Brass Bib Cock, Pillar Cock, Stop Cock etc. (ISI marked only)	Cera,Jaguar, Marc, Hindware, Parryware or Equivalent
6	C.P. Brass Shower Rose 125 mm dia	Jaguar, Marc, Kohler, Grohe. or Equivalent
7	C.P. Brass Towel rail	Jaguar, Marc, Hindware, Parryware, kohler,grohe.
8	C.P. Brass Flush Valve (ISI Marked)	Jaguar Marc , Hindware, Parryware, Kohler, Grohe or Equivalent.
9	C.P. Brass Waste Coupling	Cera,Kohler, Grohe, Jaguar, Marc, .
10	Urinal Stalls (ISI Marked only)	Hindware, Neycer, Parryware, Cera
11	Squatting Pan (ISI Marked only)	Hindware, Neycer, Parryware, Cera
12	P.V.C. Flush Tank (ISI Marked only)	Hindware, Neycer, Parryware, Cera
13	Wash Basin (ISI Marked only)	Hindware, Neycer, Parryware, Cera
14	Water Closets (ISI Marked only)	Hindware, Neycer, Parryware, Cera
15	Kitchen Sink (Fire Clay) (ISI Marked only) (IS771)	Sunfire, Padmani, R.K.C.P, Prayag, Jayna,Neelkanth
16	Kitchen Sink (Stainless Steel)(ISI Marked only)	Nirali, Blue Star, Prayag, Jayna,Neelkanth
17	G.I. Pipes (ISI Marked only)	Asian, Tata, Jindal

(Instruction read and Complied/Term and Conditions Accepted)  
(Sign and Seal of Bidder)

18	PVC Tanks (ISI Marked only)	Sintex, Electroplasto, Plastoor Equivalent
19	C.I. Pipes (ISI Marked only)(IS:1536)	Truform Engineers, Neco, Kapilansh
20	D.I. Pipes	Electro Steel Castings Limited, Kapilansh
21	Flush Door Shutters (ISI Marked only)	Kutty, Kenwood, Swastik, Duro, Kitply, Century.
22	Aluminium Door Fittings (ISI Marked only)	Classic, Prestige, Shalimar or Equivalent
23	Oxidised M.S. door Fittings (ISI Marked only)	Ashish or equivalent
24	Black Enamelled M.S. Hinges (ISI Marked only)	Ashish or equivalent
25	Steel Door / Window Frames	AGEW, Sen Harvik , Shiv Mular, Steel Plast
26	Mortice Lock (ISI Marked only)	Godrej, Harrison, Dorset
27	Steel Sectional Windows/ Ventilators	AGEW, SenHarvik , Shiv Mular, Steel Plast
28	Particle Board/ Plywood (ISI Marked only)	Kitboard, Anchor, Archid, Duro, National
29	Aluminium Extruded Body Diescast Door Closures (ISI Marked only) (IS :3564)	Hardywyn, Everite , or Equivalent
30	Stone Ware Pipes Grade-A (ISI Marked only)	Sonya, Supertech, Cherry
31	Centrifugally Cast Soil Pipes (ISI Marked only)	NECO, BIC, Kapilansh or Equivalent
32	C.I. Rain Water pipes (ISI Marked only)	NECO, BIC, Kapilansh or Equivalent
33	UPVC Rain Water Pipes (ISI Marked only)(IS :13592)	Astron Fittings (14375), Finolex Supreme, Prince
34	Steel Tubes for structural purposes (ISI Marked only) (IS: 1161)	TATA , Jindal, Surya or equivalent

(Instruction read and Complied/Term and Conditions Accepted)  
(Sign and Seal of Bidder)

35	Manhole Covers (ISI Marked only)(IS:1726)	Neco, Kapilansh or equivalent
36	Water Proofing Compound (ISI Marked only)	Fosroc, Pidilite, Sapseal, STP
37	Ceramic Floor Tiles	Kajaria, Somany, Orient-BellJhonson
38	Ceramic Wall Tiles	Kajaria, Somany, Orient-Bell, Jhonson
39	Putty (ISI Marked only) (IS:419)	J K , Birla Shalimar or equivalent
40	Anodized Aluminium Section (ISI Marked only)	Jindal, Indalco, Hindalco

41	Factory made concrete blocks	Sabar, Ved PMC , JK, Eco green
42	White cement (ISI Marked only)	Birla White, J.K. White or equivalent
43	Glass sheet (Float / Plain) (ISI Marked only)	Modi Float, Saint Gobin, Asahi
44	PTMT Ball Cock (ISI Marked only)	Prayag Jaquar, Kohler, Grohe or Equivalent
45	PTMT Accessories (ISI Marked only)	Prayag , Jaquar, Kohler, Grohe or Equivalent
46	G.I. Fittings	R. Brand, DRP, Zolto, ICs, Unik
47	Clamps for pipes	Chilly or Equivalent
48	Gate Valves (ISI Marked)	Zoloto , Leader, Sant
49	CPVC Pipes	Astral, Supreme, Kissan,Ashirvad
50	External Premium Acrylic Paint	Apex Ultima of Asian Paints, Dulux Nerolac,Berger
51	External Smooth Acrylic Paint	Apex of Asian Paints,Nerolac,Berger Dulux
52	Acrylic Plaster	NITCO, Asian Paints
53	Interlocking Paver Blocks	Super, Duracrete, NITCO, Vyyara

54	Vitrified floor tiles	Kajaria, Somany, Orient-Bell, RAK.
55	Oil Bound Washable Distemper / Acrylic distemper	Asian paint / Berger/ Dulux / Nerolac
56	Cement Primer	Asian paint / Berger/ Dulux / Nerolac
57	Red Oxide Zinc Chromate primer	Asian paint / Berger/ Dulux / Nerolac
58	Plastic Emulsion Paint	Asian paint / Berger/ Dulux / Nerolac
59	Synthetic Enamel Paint	Asian paint / Berger/ Dulux / Nerolac
60	Pigment	Asian paint / Berger/ Dulux/ Nerolac
61	Plaster of Paris	Birla, JK or equivalent
62	Epoxy Paint	Asian Paint, Berger, Dulux/ Nerolac
63	Plastic Seat with lid	Parry ware, Hindware, Seabird, Orient (Coral)

64	PVC Shutters & Frame	Rajashree, Plastiwood
65	PVC Rigid Pipes	Duke, Supreme, Prince,
66	RMC Plant	L & T, RMC, ACC, Ultratech, Godrej.
67	APP Sheet for water proofing treatment	Asian paint, Shalimar S.T.P.
68	Acrylic Polymer	Anuvi Chemical, Sunanda Spe. Coating Pvt. Ltd, SKG Constn. Chemical Pvt. Ltd
69	Rusticide	Anuvi Chemical, Sunanda Spe. Coating Pvt. Ltd, SKG Constn. Chemical Pvt. Ltd
70	Passivator	Anuvi Chemical, Sunanda Spe. Coating Pvt. Ltd, SKG Constn. Chemical Pvt. Ltd
71	Water Proofing Compound	Fosrock, CICO, Pidillite, BASF, Laticrete, Ardex, Endira.

**LIST OF PREFERRED BRAND / MAKE OF MATERIALS FOR ELECTRICAL WORKS/Annexure J**

<b>SR. NO.</b>	<b>MATERIALS</b>	<b>MAKE /BRAND</b>
1	RIGID FR PVC CONDUIT PIPE	NIHIR, PRECISION, POLYCAB
2	ACCESSORIES OF CONDUIT ( I.E. BEND, TEE COUPLER,ELBOW ETC.)	SAME MAKE OF PIPE
3	COPPER WIRE /CONDUCTOR	FINOLEX, POLYCAB, RR CABLE, HAVELLS, AVOCAB, ANCHOR
4	MODULAR TYPE SWITCH/SOCKET,PLUG ETC.	MK , LEGRAND, ANCHOR, HAVELLS
5	MCB / ELCB/ RCCB/ MCBDP/TP	LEGRAND, ABB, HAGER, SCHEINDLER L&T, SIMENS
6	MCCB / ACB	ABB, SCHEINDER, SIMENS, L&T
7	LIGHTING FIXTURES & LAMPS	PHILIPS, CROMPTON, WIPRO, HAVELLS
8	CEILING FANS & EXHAUST FAN	CROMPTON, ORIENT, HAVELLS, BAJAJ, USHA
9	GEYSER	RECOLD, HAVELLS, BAJAJ, USHA, AO SMITH
10	PVC TAPE	STEEL GRIP, ANCHOR , JONSON
11	CALL BELL	ANCHOR, ORPAT, MAX
12	DISTRIBUTION BOARD	INDOCAPP, HAVELLS, SIMENS,L&T
13	STREET LIGHT FIXTURES AND LAMPS	PHILIPS, CROMPTON, HAVELLS, BAJAJ, SYSKA
14	CFL LAMPS/ LED LAMPS	PHILIPS, CROMPTON, HAVELLS, BAJAJ, SYSKA
15	TELEPHONE WIRE	RRCABLE, FINOLEX, DELTON, POLYCAB
16	LAN WIRE	TYCO ELE.(AMP), SCHEINDER, R&M, SYSTIMAX

17	TELEPHONE TAG BOX	KRONE OR EQUIVELENT BRAND
18	TELEPHONE/ TV SOCKET	ISI MARKED ONLY
19	MAIN LT CABLE	FINOLEX, POLYCAB, RR CABLE, HAVELLS, TORRENT, AVOCAB
20	CABLE LUGS	DOWELLS, JOHNSON, HEX
21	CABKLE GRANDS	DOWELLS, SIMENS, CROMPTON, HEX
22	CONNECTORS	L&T, SCHINDER, SIMENS, ABB
23	CABLE JOINTING KIT	RAYCHEM, DENSON, M-SEAL
24	WINDOW/ SPLIT TYPE A.C. MACHINE	HITACHI, DAIKIN, TOSHIBA, BLUESTAR, CARRIER

25	WATER COOLER	VOLTAS, USHA, BLUESTAR
26	MOTOR PUMP SET	CROMPTON, KIRLOSKAR, KSB
27	MS CONDUIT	BEC, AKG, STEELCRAFT, NIC, RMCON
28	CABLE TRAY	INDIANA, RUSHABH , PROFAB, AKB
29	IRON CLAD SWITCH WITH REWIREABLE FUSE /SFU	KEW, TRISHUL, SUPER, C&S
30	METALCLAD SWITCH WITH REWIREABLE FUSE /SFU	HAVELLS, KEW, C&S, INDOASIAN
31	PROTECTION RELAY	L&T, SIEMENS, ABB, CULTER HAMMER
32	ANALOG / DIGITAL METER /LOAD MANAGER	L&T, SCHIENDER, ABB, HPL
33	TRANSFORMER	KIRLOSKAR,VOLTAMP,ABB,T&R, CROMPTON
34	HT VCB	SIEMENS, ABB, L&T, CROMPTON
35	HT CABLE	HAVELLS, FINOLEX, POLYCAB, TORRENT, AVOCAB
36	PUSH BUTTON	SIEMENS, ABB, L&T, SCHNEIDER
37	INDICATING LED LAMP	SIEMENS, ABB, L&T, WIPRO
38	PUSH BUTTEN	SIEMENS, ABB, L&T, SCHNEIDER
39	TIMERS	L&T, SIEMENS, ABB, CULTER HAMMER
40	SELECTOR SWITCH	L&T, HPL, CUMMINS, HAVELLS
41	CTS & PTS	KAPPA, L&T, AREVA, MAXWELL
42	SCREW	RK, ACTION OR EQUAIVELENT



## TESTING OF MATERIALS/Annexure K

The contractor shall procure all the materials in advance so that there is sufficient time for testing and approving of the material and clearance of the same before use in the work.

The contractors rates for the items involving the use of materials shall be deemed to cover the cost of samples, the cost of packaging, sealing, transportation, loading, unloading etc. shall be borne by the contractor, Testing charges shall be borne by the Department only when the samples satisfy the provisions specified & conform to the requirements of the relevant specifications. If the results show that the samples do not satisfy the relevant specifications, the testing charges shall be borne by the contractor.

In case of concrete and reinforced concrete work, the contractor shall be required to make arrangement for carrying out comprehensive strength tests at his own cost. He shall render all assistance for the preparation of cubes, safe custody of the same, proper curing and carriage up to the laboratory where the test is to be performed the cubes tests can be performed at any laboratory approved by the Engineer–In–Charge.

Testing of materials should be got done through the following Testing laboratories.

1. All Government Institutes having testing Laboratory facility.
2. Indian Institute of Technology, Bengaluru.
3. Bengaluru University.
4. National Institutes of Technology.
5. Central Government / State Government Research Centres.
6. Centrally or State Government funded Laboratories stands approved.
7. Laboratory as approved by the competent authority.

Sign and Seal of Contractor : .....

Date : .....

Place: .....

Additional Commissioner  
Employees' State Insurance Corporation

**CONTRACT AGREEMENT/Annexure L**

This CONTRACT (hereinafter called the "Contract") is made on the ..... Day of the month of \_\_\_\_\_ between Additional Commissioner, Regional Office, Employees' State Insurance Corporation, Panchdeep Bhavan, 10, Binnypet, Bengaluru – 560023 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 to provide "REPAIR (CIVIL & ELECTRICAL) WORK OF BRANCH OFFICES, STAFF-QUARTERS, DISPENSARY AT ESI GULBARGA AND BRANCH OFFICES BELLARY."

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 :**

1.0 The following documents attached hereto shall be deemed to form an integral part of this contract:

1	Notice Inviting Tender	Annexure 'A'
2	Eligibility Criteria for Bidders	Annexure "C"
3	Instruction to the bidders	Annexure 'D'
4	Scope of work	Annexure 'E'
5	General Conditions of Contract	Annexure 'F'
6	Particular Conditions of Contract	Annexure 'G'
7	Format of Contract Agreement	Annexure 'L'
8	Form of Performance Security Bank Guarantee Bond	Annexure 'M'
9	Additional Terms & Conditions for Civil works	Annexure-'H'
10	Financial Bid	Annexure-'I'

(Instruction read and Complied/Term and Conditions Accepted)  
(Sign and Seal of Bidder)

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

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

In witness whereof, the parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

Signature and Seal of Contractor

DATE  
at \_\_\_\_\_

Additional Commissioner  
Employees' State Insurance Corporation

## TECHNICAL BID PERFORMANCE/Annexure N

### 1. GENERAL INFORMATION

NAME OF THE AGENCY/ FIRM ALONG WITH ADDRESS AND TELEPHONE / MOBILE NO AND E-MAIL ADDRESS.	
NAME OF OWNER/ ALL PARTNERS/ ALL DIRECTORS	
TYPE OF FORMATION (Proprietorship/ Partnership / Pvt. Ltd/Ltd.)	
BANK ACCOUNT NUMBER WITH BANK NAME AND ADDRESS	

### 2. STATUTORY AND OTHER REQUIREMENTS:

Particulars	<u>Registration Number</u>	<u>Copy Enclosed (Yes/No)</u>
Certificate of Incorporation/ Registration of Firm		
Registration details as Civil Contractor with C.P.W.D.s/ State P.W.D.s./M.E.S./ Railways/ BSNL Civil wing or any other government body (along with year of registration)		
Valid copy of ESI Registration		
Valid copy of EPF Registration		
GST Registration upto date file return.		
PAN No. under Income Tax		
Professional Tax Registration		
Labour (Central) Registration Certificate, if applicable		

**3. DETAILS OF COMPLETED WORK AS PER SL. NO. 3 OF ANNEXURE - C :**

Name of Government Body	Details of the Completed Works of Similar Nature	Cost of the Completed Works	Copy of Certificate issued by Govt. Body Enclosed (Yes/No)

**4. DETAILS OF BALANCE SHEET/ P&L ACCOUNT DURING LAST THREE FINANCIAL YEAR :**

Financial Year	Copy Enclosed (Yes/No)	Income (Rs.)	Expenditure (Rs.)	Net Profit/ Loss (Rs.)
2015-16				
2016-17				
2017-18				

**5. COPIES OF INCOME TAX RETURN DURING LAST THREE FINANCIAL YEAR :**

Financial Year	Income Tax Return Enclosed (Yes/No)
2015-16	
2016-17	
2017-18	

Sign and Seal of Contractor: .....

Date: .....

Place: .....

## **EXPERIENCE OF COMPANY/Annexure 0**

Experience of similar nature of completed work as per eligibility condition.

1	Project title & Location :	
2	Name of the Client and Address :	
3	Describe area of participation (Specific Work done/services rendered by the applicant)	
4	Period of work Done/Services rendered for the project	
5	Total cost of similar nature of work as per completion Certificate	
6	Date of start of the work	
7	Date of completion of the work	
8	Completion Certificate issued by	
7	Any other details, if any	

**NOTE :-**

Supporting authenticated documents, like completion certificates from the tenderer/contractor in support of each of the above works/project to be furnished in original when asked for.

Sign and Seal of Contractor: .....

Date : .....

Place: .....

**UNDERTAKING/Annexure P**

1. I, the undersigned certify that I/We have gone through the terms and conditions mentioned in the tender document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract.
3. The earnest money of Rs. \_\_\_\_\_ to be deposited by me has been enclosed herewith vide demand Draft/ Banker Cheque no. \_\_\_\_\_ dated: \_\_\_\_\_ drawn on Bank \_\_\_\_\_ Branch \_\_\_\_\_.
4. I/We hereby undertake to provide the services as per directions given in the tender documents / order within stipulated period.
5. I/We give the rights to Additional Commissioner, ESIC to forfeit the earnest money deposited by me/us if any delay occur on my/agent's part of failed to provide the services within the scheduled time or service of desired quality.
6. This is to declare and certify that 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 and Seal of Contractor: \_\_\_\_\_

Full Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date : \_\_\_\_\_

Place: \_\_\_\_\_

**CONSENT LETTER FROM ELIGIBLE ASSOCIATE AGENCY OF MINOR COMPONENT OF WORK/Annexure Q**

Name of work: - \_\_\_\_\_.

1. I / We hereby give my consent to associate with M/s ....., for executing the minor component of work of ..... (Mention category).
2. I / We will execute the work as per specifications and conditions of the agreement and as per directions of the Engineer –in-Charge for the corresponding minor work till the completion of the work.
3. I / We will be responsible for necessary action to handover the installations and for rectification of defects and repair during the maintenance / warranty period.
4. Also I / We will employ full time technically qualified Engineer / supervisor for the minor component of the work as required for the work. I / We will attend inspection of officers of the department as and when required.

Date:

Signature with date of Major component

Signature with date of Associate/  
Minor Component

Contractor  
Address

Contractor  
Address

1. Witness with address  
(From major component contractor side)

2. Witness with address  
(From minor component contractor side)



**MEMORANDUM OF UNDERSTANDING (M.O.U)/Annexure R**  
(to be submitted for each and every MINOR component)

1. M/s. (Name of the firm with full address) Enlistment Status  
Valid Upto:  
(Henceforth called the main Contractor)
  
2. M/s. (Name of the firm with full address) Enlistment Status  
Valid Upto:  
(Henceforth called Associated Contractor)

For the execution of Minor Work:

---

---

(Minor Component) as per schedule specifications, terms and conditions of the tender.

We state that M.O.U between us will be treated as an agreement and has legality as per Indian Contract Act (amended upto date) and the department ESIC can enforce all the terms and conditions of the agreement for execution of the above work. Both of us shall be responsible for the execution of work as per the agreement to the extent this MOU allows.

Both the parties shall be paid consequent to the execution as per agreement to the extent this MOU permits. In case of any dispute, either of us will go for mediation by the Engineer In-charge. Any of us may appeal against the mediation to the Additional Commissioner, Regional Office, Bengaluru. His decision shall be final and binding on both of us. We have agreed as under:

1. The Associated Contractor will execute all Minor works in the wholesome manner as per terms and conditions of the agreement.
2. The Associated Contractor shall be liable for disciplinary action if he fails to discharge the action(s) and other legal action as per agreement.
3. All the machinery and equipments, tools and tackles required for execution of the Minor works, as per agreement, shall be the responsibility of the Associated Contractor.
4. The site staff required for the Minor work shall be arranged by the Associated Contractor as per terms and conditions of the agreement.
5. Site order book maintained for the said work shall be signed by the main contractor as well

As by the Engineer of the Associated Contractor and by Associated Contractor himself.

6. All the correspondence regarding execution of the Minor work shall be done by the department with the Associated Contractor with a copy to the main contractor. In case of non-compliance of the provisions of agreement, the main contractor, as well as the associated contractor shall be responsible. The action under clauses 2 and 3 shall be initiated and taken against the main contractor.

SIGNATURE OF MAIN CONTRACTOR

SIGNATURE OF ASSOCIATED  
CONTRACTOR

Date:

Place:

Date

Place:

**GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER-PROOFING WORKS (All Water - Proofing Items)/Annexure S.**

The agreement made this..... day of ..... (Two Thousand \_\_\_\_\_ only) ..... between .....S/o .....(hereinafter called the GUARANTOR of the one part) and the Additional Commissioner \_\_\_\_\_ (hereinafter called the Government of the other part)

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated ..... and made between the GUARANTOR OF THE ONE PART AND the Government of the other part whereby the contractor inter alia undertook to render the building and structures in the said contract recited completely water and leak- proof.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water/leak proof for (5) five years from the date of completion of work.

NOW THE GUARANTOR hereby guarantees that work executed by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be (5) five years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer-in-charge with regard to nature and cause of defect shall be final and binding on Guarantor.

During this period of guarantee, the guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer-In-Charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's cost and risk. The decision of the Engineer-in-charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing or commits breach there under, then the guarantor will indemnify the principal and his successor against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and / or cost incurred by the Government, the decision of the Engineer-in-charge will be final and binding on both the parties.

IN WITNESS WHEREOF these presents have been executed by the obligator..... And ..... by ..... for and on behalf of the Additional Commissioner & Regional Director, \_\_\_\_\_ on the day, month and year first above written.

SIGNED, sealed and delivered by OBLIGATOR in the presence of:-1. .... 2. ....

SIGNED FOR AND BEHALF OF THE ADDITIONAL COMMISSIONER & REGIONAL DIRECTOR by..... In the presence of:-

1. .... 2. ....

**Note:**

- 1 Payment shall be made for actual quantities executed at the contract rate.
- 2 The Contractor shall maintain an inventory and use common miscellaneous sundry materials which are required for the work the cost of which is included in the above item.
- 3 The rates shall include the cost of any assistance of unskilled/semi- skilled persons required by the skilled workers.
- 4 Any item of work/supply not covered in the above shall be treated as variation. The rates shall be worked out mutually based on CPWD norms. On failure to reach an agreement, the Engineers decision shall be final and binding on both sides.

**Signature of the bidder with seal**

**Date**

