



కార్మిక రాజ్య బీమా సంస్థ  
(కార్మిక మరియు ఉపాధి మంత్రిత్వ శాఖ, భారత ప్రభుత్వం)

कर्मचारी राज्य बीमा निगम  
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)

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



ప్రాంతీయ కార్యాలయం/కేంద్రీయ కార్యాలయ/Regional Office

ఈ.యస్.ఐ. రోడ్డు, గుణదల, విజయవాడ-520004

ईयसआई रोड, गुणदला, विजयवाडा-५२०००४

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**e-Tender  
For**

**NOTICE INVITING TENDER (NIT)**

<b>Notice Inviting e-Tender No.</b>	<b>62-W/17/15/ARM(C)/ESIH(Tirupati) &amp; ESID/2026/PMD</b>
<b>Name of Work</b>	AR & MO (Annual Repair and Maintenance Operations) of Civil Works for ESI Hospital, Tirupati, ESI Diagnostic centre and ESI Dispensary at Adoni west during 2026-27
<b>Estimated Cost</b>	<b>Rs. 64,02,755-00</b>
<b>Earnest Money Deposit (EMD)</b>	<b>Rs.1,28,055-00</b>
<b>Security Deposit</b>	<b>2.5% of the Tendered Value</b>
<b>Time Allowed(for return of SD)</b>	<b>12 Months after completion of contract.</b>
<b>Date of Start of Bid Submission</b>	<b>04.05.2026, 03.00 PM</b>
<b>Last Date &amp; Time for Submission of Bids</b>	<b>18.05.2026, 03.00 PM</b>
<b>Date &amp; Time of Opening of Technical Bids</b>	<b>19.05.2026, 03.00 PM</b>
<b>Date &amp; Time of Pre bid meeting</b>	<b>11.05.2026, 03.00 PM, Pre-Bid Meeting ARMO Civil EISH, Tirupathi. Monday, May 11 · 4:00 – 5:00pm Time zone: Asia/Kolkata Google Meet joining info Video call link: <a href="https://meet.google.com/imm-tfcs-cmx">https://meet.google.com/imm-tfcs-cmx</a></b>
<b>Date &amp; Time of Opening of Financial Bids</b>	<b>Will be intimated to technically qualified bidders in due course of time.</b>
<b>Submission of hard copies of EMD and Pre bid meeting address</b>	<b>The original EMD should be submitted in the PMD, ESIC Regional Office, Vijayawada Andhra Pradesh up to 12:00 PM on 19/05 /2026</b>
<b>Experience Certificates, Registration certificates, Affidavit, Undertaking and other documents to the ESIC, Regional Office, Vijayawada by the Lowest Tenderer.</b>	<b>To be submitted during office hours within a week from the date of opening of Financial Bid. In case the last day happens to be closed holiday, these documents shall be submitted on next working day.</b>

**NOTICE INVITING e-TENDER**

**NIT No. 62-W/17/15/ARM(C)/ESIH(Tirupati) & ESID/2026/PMD**

**Name of Work: AR & MO (Annual Repair and Maintenance Operations) of Civil Works for ESI Hospital, Tirupati, ESI Diagnostic centre and ESI Dispensary at Adoni west during 2026-27**

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**Certified that NIT contains 1 to 71 pages with up-to-date correction slips.**

**Sd/-  
Regional Director (I/C)  
Employees' State Insurance Corporation,  
Regional Office, Vijayawada (A.P.)**

**NOTICE INVITING e – TENDER**  
**Information & Instructions to bidders for e-tendering**

The Regional Director, ESIC Regional Office, Gunadala, Vijayawada, Andhra Pradesh invites online Percentage rate civil/composite bids in two bid system through e-tendering mode from enlisted and eligible contractor/firm of CPWD/State PWD/MES/Railways/BSNL or the departments of state government dealing with Buildings and Roads with appropriate class and category as detailed below.

<b>NIT No.</b>	<b>62-W/17/15/ARM(C)/ESIH(Tirupati)&amp; ESID/2026/PMD</b>
<b>Name of Work &amp; Location</b>	AR & MO (Annual Repair and Maintenance Operations) of Civil Works for ESI Hospital, Tirupati, ESI Diagnostic centre and ESI Dispensary at Adoni west during 2026-27
<b>Estimated Cost Put to Tender</b>	Rs.64,02,755/-
<b>Earnest Money Deposit (EMD)</b>	Rs. 1,28,055/-
<b>Period of Completion</b>	12 Months
<b>Date of Start of Bid Submission</b>	<b>04.05.2026, 03.00 PM</b>
<b>Last Date &amp; Time of Bid submission.</b>	<b>18.05.2026, 03.00 PM</b>
<b>Date &amp; Time of Opening of Technical Bids</b>	<b>19.05.2026, 03.00 PM</b>
<b>Date &amp; Time of Opening of Financial Bids</b>	Will be intimated to technically qualified bidders in due course of time.
<b>Period for submission of Eligibility documents by the Lowest Bidder</b>	Within one week from the date of opening the financial bid.
<b>Submission of hard copies of EMD</b>	<b>The original EMD should be submitted in the office of Property Management Division, Regional Director, ESIC Regional Office, Gunadala, Vijayawada, Andhra Pradesh up to 12:00 PM on 19/05/2025</b>
<b>Experience Certificates, Registration certificates, Affidavit, Undertaking and other documents to the ESIC, Regional Office, Vijayawada by the Lowest Tenderer.</b>	<b>To be submitted during office hours within a week from the date of opening of Financial Bid. In case the last day happens to be closed holiday, these documents shall be submitted on next working day.</b>

## 1. Eligibility Criteria

- (i) The bidder should have registration with **CPWD/State PWD /MES/Railways/BSNL/PSU'S or the departments of state government dealing with Buildings and Roads with appropriate class and category in either Civil or Composite.**
- (ii) The Bidder should have satisfactorily completed similar works during the last Seven years ending previous day of last date of submission of tenders as below. For this purpose, cost of work shall mean gross value the completed work including cost of material supplied by the Government/Client but excluding those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent. :

**Three similar completed works each costing not less than Rs. 25,61,102 -00 (40% of the estimated cost to put to tender)**

**OR**

**Two similar completed works each costing not less than Rs. 38,41,653 -00 (60% of the estimated cost to put to tender)**

**OR**

**One similar completed work of aggregate cost not less than Rs. 51,22,204-00 (80% of the estimated cost to put to tender)**

### **Similar work shall mean works of:**

- i. Comprehensive day to day maintenance, repair works in Civil/Composite including deployment of manpower, supply of material and allied services in Residential Buildings / Office Buildings / Hospitals buildings/ Other Institutional buildings under one contract.
  - ii. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the previous day of last date of submission of bid.
  - iii. The bidder should have had Average Annual Financial Turnover of Rs.32,01,377 -00 (50% of the estimated cost to put to tender) on Civil/Composite works during the last three consecutive years Balance sheets duly audited by Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
  - iv. The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets, duly certified and audited by the Chartered Accountant.
  - v. The solvency of bidder should have Rs. 25,61,102-00 (40% of the estimated cost put to tender certified by his Bankers. (Not required if bidder is a **Class-I (Civil/Composite) and above** registered contractor of CPWD).
  - vi. The past experience in similar nature of work should be supported by certificates issued by the client's organization.
  - vii. The tenderer must be registered with following statutory authorities and must also furnish self attested copies ESI, EPF, GST along with last six months payment receipts.
  - viii. If no contractor is submitted ESIC registration certificate / EPFO registration certificate, an affidavit in this matter to be enclosed / uploaded that firm has never been employed 10 (in case of ESIC), 20 (in case of EPFO) people in last seven years in any particular day and never been coverable under ESI Act / EPFO Act.
1. The Earnest Money Deposit (EMD) for **Rs.1,28,055-00 (Rupees One Lakh Twenty Eight Thousand and Fifty Five only)** which shall be in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt. Banker's Cheque or Bank Guarantee(including e-Bank Guarantee) from any of the Commercial Banks or payment online in an acceptable form in favor of "**ESI Fund A/C No. 1**" payable at **Vijayawada. EMD shall be made/issued only from the account of the bidder/tenderer submitting the bid/tender. EMD made/ issued from the account other than that of the bidder/ tenderer submitting the bid shall not be accepted.**

2. The bids need to be submitted along with all required and relevant documents related to works experience, financial strength etc. as per the requirement of bid documents duly authenticated / signed by the bidder. In complete bid is liable to be rejected.
3. Delayed / late and submission of bids by any other mode other than online mode bids will not be accepted and summarily rejected.
4. Conditional bid will not to be accepted and liable to the summarily rejected.
5. The intending bidders must read the terms and conditions of the bid document and satisfy himself fully with regard to their eligibility vis – a – vis eligibility criteria as given in para – 1 of page No - 4 above and other pre - requirements before submitting the bids.
6. The tender for the work shall remain open for acceptance by ESI Corporation for a period 90 days from the date of opening of the tender / bid.
7. ESI Corporation reserves the right to accept or reject any bid or annul the whole bidding process without assigning any reason whatsoever.
8. The bid submitted shall become invalid if:
  1. The bidder is found ineligible vis – a – vis eligibility criteria mentioned in para-1 of page No - 4 above.
  2. EMD of requisite amount and in the prescribed manner is not deposited by the bidder.
  3. The bidder does not upload all the documents (including GST Registration) as stipulated in the bid document including the EMD as listed in para-13 below.
  4. Any discrepancy is noticed between the documents as uploaded at the time of submission of bid (as uploaded online) and hard copies (submitted by the lowest bidder physically in the office of PMD, ESIC, Regional Office, Vijayawada, Andhra Pradesh).
9. The bidder must ensure to quote the percentage above or below or at par to two places of decimal only both in figures as well as in words. The total amount of the offer corresponding to the percentages quoted by the bidder shall also be mentioned both in words and figures.
10. Technical bid documents submitted by the eligible and intending bidders shall be opened only for those bidders whose EMD is received in time.
11. Financial bids submitted by the eligible and intending bidders shall be opened only for those bidders who are found qualified based on technical bids. The financial bid shall be opened at the notified time, date and place in the presence of qualified bidders or their representatives, if they wish remain to present.
12. ESIC reserves the right to verify the particulars furnished by the bidder independently and if any information furnished by the bidder is found incorrect at a later stage, the Agency shall be liable to be debarred from tendering / taking up works in ESIC.
13. The list of documents to be scanned and uploaded within the period of bid submission :
  - (i) **Copy of EMD.**
  - (ii) **Letter of Transmittal.**
  - (iii) **Certificate of Work Experience as per Form – A.**
  - (iv) **Performance Certificate of Work Experience as per Form – B**
  - (v) **Certificate of Average Financial Turnover of Rs.32,01,377-00 (50% of the estimated cost to put to tender) from Chartered Accountant as per Form – C.**
  - (vi) **Details of organizational structure of the bidder as per Form – E.**
  - (vii) **Certificate of Registration for Goods and Service Tax (GST).**
  - (viii) **PAN Card.**

- (ix) **Valid ESIC Registration Certificate.**
- (x) **Valid EPF Registration Certificate.**
- (xi) **Last six months ESI, EPF, GST payment receipts.**
- (xii) **Copy of solvency of Rs. 25,61,102-00 (40% of the estimated cost to put to tender) certified by his banker (Enlisted CPWD (Civil / Composite Category) Class-I & above contractors are not required to submit Solvency Certificate)**
- (xiii) **Valid Registration certificate of the firm/individual from CPWD/State PWD /MES/Railways/BSNL/PSU'S or the departments of state government dealing with buildings and roads with appropriate class and category in either Civil or Composite.**
- (xiv) **If no contractor is submitted ESIC registration certificate / EPFO registration certificate, an affidavit in this matter to be enclosed / uploaded that firm has never been employed 10 (in case of ESIC), 20 (in case of EPFO) people in last seven years in any particular day and never been coverable under ESI Act / EPFO Act.**

14. The bid is invited from the intending and eligible bidders for twelve (12) months.

15. The site for the work is available as the ARM work is to be carried out in their premises. The prospective eligible bidders are advised to inspect and examine the concerned to acquaint themselves about the various aspects related to ARM works to be carried out by them and satisfy themselves before submitting their bids with full awareness. The bidders are also expected to critically examine the premises from the point of view of its nature, means of access, the accommodation they may require, 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 bidders shall be responsible for arranging and maintaining at own cost all materials, tools & plants, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other bid document and has made himself fully aware about the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of this ARM work.

16. Brief scope of work :

The prospective bidder is supposed to provide comprehensive annual repair and maintenance works to buildings located at the 110 bedded ESI Hospital MR Pally Tirupai and ESI Diagnostic centre Adoni including deployment of required manpower as specified in the bid document and also doing all such works as defined / specified / stipulated in the technical and financial bid documents and elsewhere.

17. The bidder whose bid is accepted will be required to **furnish Performance Guarantee ( PG ) of 5% (Five Percent)** of the bid amount within 10 working days including the extended period of 3 more working days of the acceptance of the bid in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt. Banker's Cheque or Bank Guarantee(including e-Bank Guarantee) from any of the Commercial Banks or payment online in an acceptable form in favor of "**ESI Fund A/C No. 1**" payable at **Vijayawada**. If the successful bidder fails to deposit the said performance guarantee within the prescribed period of 10 working days including the extended period of 3 more working days, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. However, EMD will be returned after receiving the PG. Performance Guarantee shall be released after completion of the work satisfactorily.

18. A bid will be treated as abnormally low if the quoted bid amount is lesser than 80% of the estimated cost put to tender.

19. Requirement of Additional Performance Guarantee (APG): In case of abnormally low bids as defined above, the bidder shall be required to submit Additional Performance Guarantee (APG) in addition to the standard performance guarantee (PG). The amount of Additional Performance Guarantee shall be equivalent to the difference between the 80% amount of ECPT and quoted amount.

20. The APG shall be in prescribed format of PG and has to be submitted within the time frame prescribed for submission of PG. The other terms and conditions of release etc. of APG shall be same as that of PG.

- 21.** In addition to PG, Security Deposit (SD) equal to 2.5 % of the cost of work shall be deducted by ESIC from the running and final bills of the Contractor towards fulfillment of contractual obligation on the part of Contractor. SD shall be released after completion of defect liability period of 1 year from the date of completion of work.
- 22.** The bidder whose bid is accepted will be required to furnish either copy of applicable Licenses / Registrations or proof for applying for obtaining Labour Licenses and Registration with EPFO, ESIC and BOCW Welfare Board. The registration with EPFO and Labour License are mandatory if 20 or more labour is employed in any day in the preceding one year whereas registration with ESIC and BOCW Welfare Board is mandatory if 10 or more labour is employed in any day in the preceding one year. On acceptance of the tender, the name(s) of the authorized representative of the contractor shall be communicated in writing to ESIC by the Contractor, who would be responsible for taking instructions from ESIC.
- 23.** Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection summarily. Such bidders may not be allowed to participate in the bidding process for ESIC works in future also.
- 24.** The tender for the works shall remain open for acceptance for a period of Ninety ( 90 ) days from the date of opening of eligibility bid. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the ESIC shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-tendering process of the work.
- 25.** All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as "not applicable". The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified.
- 23.** Pages of the eligibility document are numbered. Additional sheets, if any added by the contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 24.** References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.
- 25.** The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of technical bid document unless it is called for by the Employer.
- 26.** The bidder should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The bidder shall have to submit a list of these employees stating clearly how these would be involved in this work within 15 days of award of work

Note: Further clarifications, if any, can be obtained from PMD, ESIC Regional Office, Vijayawada, Andhra Pradesh-520004.

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

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **Registration**

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

### **Searching for Tender Documents**

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

### **Preparation of Bids**

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

### **Submission of Bids**

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

### **Assistance to Bidders**

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

**Sd/-**  
**Regional Director (I/C)**  
**Employees’ State Insurance Corporation,**  
**Regional Office, Vijayawada,**

## **NOTICE INVITING e-TENDERING**

**Percentage rate Bids** are invited by Regional Director, ESIC Regional Office, Vijayawada (A.P.) on behalf of Director General, ESIC from registered contractors of Govt. Departments such as CPWD/PWD/MES/BSNL/RAILWAYS/PSU'S and those Registered with Central and State Government Undertakings for the following work:

**Name of work:** AR & MO (Annual Repair and Maintenance Operations) of Civil Works for ESI Hospital, Tirupati, ESI Diagnostic centre and ESI Dispensary at Adoni west during 2026-27

Tender documents are available online at <https://eprocure.gov.in/eprocure/app> and [www.esic.nic.in](http://www.esic.nic.in). Bidders have to deposit the Earnest Money (EMD) of **Rs. 1,28,055-00** in the form as prescribed above in favour of "ESIC Fund A/c No.1" payable at Vijayawada. The interested bidders having experience in similar civil works should upload their bids along with scanned copy of EMD and copies of all the relevant certificates, documents etc. duly signed in support of their technical and financial bids.

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

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

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

1. The registration/enlistment of the contractors should be valid on the last date of submission of bids.
2. The time allowed for carrying out the work will be **12 Months (365 days)** from the date of start as defined in schedule "F" or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
3. The site for the work is available.
4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents including General Conditions of Contract can be seen from the website <https://eprocure.gov.in/eprocure/app> at free of cost. The tender document can also be seen from the website [www.esic.nic.in](http://www.esic.nic.in).
5. Earnest Money in the form of Demand Draft or Banker's Cheque (Drawn in favour of ESIC Account no.1 payable at Vijayawada) shall be scanned and uploaded to the e-tendering website within the period of bid submission. The original EMD should be deposited within the period as specified in NIT.
6. Copy of Registration/Enlistment Order of Govt. Departments such as CPWD/PWD/MES/BSNL/PSU etc., Certificate of work experience and other documents as specified shall be scanned and uploaded to the e-tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only along with physical EMD of the scanned copy of EMD uploaded within a week physically from date of the opening of financial bids in the office of tender opening authority.
7. Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited Earnest Money Deposit (EMD) and uploaded the scanned documents as specified in NIT, are found in order. The bid submitted shall be opened as per above mentioned time and date.
8. The bid submitted shall become invalid if
  - The bidder is found ineligible.
  - The bidder does not upload all the documents (including GST Registration) as stipulated in the bid document

- If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of Tender Opening Authority.
9. The contractor whose bid is accepted will be required to furnish **Performance Guarantee of 5% (Five Percent)** of the bid amount within the period specified in Schedule “F”. This guarantee shall be in the form as specified above. In case the contractor fails to deposit the said performance guarantee within the period as indicated in **Schedule ‘F’** including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. **The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. for the said work”.**
  10. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and **the rate quoted shall be inclusive of GST and all other statutory taxes.**
  11. The Competent Authority i.e. Regional Director, ESIC, Regional Office, Vijayawada does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
  12. The contractor shall not be permitted to bid for works in ESIC ANDHRAPRADESH Region in case of contract responsible for award and execution of contracts, in which his near relative is posted as Employee/ Officer of ESIC ANDHRA PRADESH Region. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any in the ESIC. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the ESIC.
  13. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
  14. The Competent Authority i.e. Regional Director, ESIC, Regional Office, Vijayawada reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
  15. The bid for the works shall remain open for acceptance for a period of 90 (Ninety) days from the date of opening of bids. If any bidders withdraw his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to ESIC, then ESI Corporation shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
  16. This Notice Inviting Tender shall form a part of the Contract Document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:
    - The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at time of submission of bid and acceptance thereof together with any

correspondence leading thereto.

- **Standard CPWD Form-7/8 (with substitution of words as Director General of ESIC and ESIC in place of President of India and Government of India/CPWD respectively).**

17. The Contractor shall upload copies of all eligible documents, scanned copy of EMD which will form part of Technical bid and financial bid before the last date and time for submission of bids on specified date only. The Technical bid shall be opened first and financial bids of those Contractors who technically qualify the eligible criteria only will be opened on the specified date of opening of financial bid which shall be intimated.
18. Evaluation of Technical Bids: Bids received and found valid will be evaluated by the ESIC to ascertain the best-evaluated bid for the complete work under the specifications and documents. The tenderer should take care to upload all the information sought by the ESIC in prescribed formats.
  - Firm's relevant experience and strength – Profile of agency, registration details, experience of similar works, annual turnover, total manpower employed.
  - Qualification/related experience.
19. Financial Bid: The financial bid of the tenderers, whose technical bid is found to be suitable, will be opened in the presence of the tenderers, who choose to attend the opening of financial bid on a date which will be intimated through E-mail/Mobile.
20. Award of Work:
  - The selection of the agency will be at the sole discretion of the ESIC which reserves its right to accept or reject any or all the proposals without assigning any reason.
  - The contract for the work shall be awarded to the qualified responsive tenderer who has quoted lowest.
  - Upon evaluation of offers, the notification on award of contract will be intimated to the successful tenderer.

**Sd/-**  
**Regional Director (I/C)**  
**Employees' State Insurance Corporation,**  
**Regional Office, Vijayawada.**

**INTEGRITY PACT**

To

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

**Subject: AR & MO (Annual Repair and Maintenance Operations) of Civil Works for ESI Hospital, Tirupati, ESI Diagnostic centre and ESI Dispensary at Adoni west during 2026-27**

.....

Dear Sir,

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

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

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

**Sd/-  
Regional Director (I/C)  
Employees' State Insurance Corporation,  
Regional Office, Vijayawada.**

To,

Regional Director,  
.....  
.....

**Sub:** Submission of Tender for the work of *AR & MO (Annual Repair and Maintenance Operations) of Civil Works for ESI Hospital, Tirupati, ESI Diagnostic centre and ESI Dispensary at Adoni west during 2026-27*

.....

Dear Sir,

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

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

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

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

Yours faithfully,

(Duly authorized signatory of the Bidder)

**INTEGRITY PACT**

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

**INTEGRITY AGREEMENT**

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

**BETWEEN**

Director General, ESIC represented through Regional Director, ESIC Regional Office, Vijayawada, ANDHRA PRADESH , (Herein after referred as the,, **Principal/Owner**“, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

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

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

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

**Preamble**

WHEREAS the Principal / Owner has floated the Tender (NIT No. **62-W/17/15/ARM(C)/ESIH(Tirupati) & ESID/2026/PMD**) (hereinafter referred to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for AR & MO (Annual Repair and Maintenance Operations) of Civil Works for ESI Hospital, Tirupati, ESI Diagnostic centre and ESI Dispensary at Adoni west during 2026-27 hereinafter referred to as the “Contract”.

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

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

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

## INTEGRITY PACT

### **Section 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.

### **Section 2 - Commitment of the Bidder(s)/Contractor(s)**

- (1) It is required that Each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner/s "employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant 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.

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

### **Section 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:

#### **Section 3A: Disqualification from tender process and exclusion from future contracts**

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Section 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.**

#### **Section 3B: Compensation for Damages**

- 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 Section 3/3A(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.

#### **Section 3C: Criminal charges against violating Bidder(s) / Contractor(s) /Vendor(s)**

- 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 IPC 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.

#### **Section 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 anti-corruption 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.

#### **Section 5: Equal Treatment of all Bidders/Contractors/Vendors**

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Vendors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its sub-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.

#### **Section 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.

#### **Section 7-Other Provisions**

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
6. 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.

**Section 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:

Date:

**FORM OF UNDERTAKING**

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

Place:

Signature of the Contractor

Date:

**110 BEDDED ESIH HOSPITAL, TIRUPATHI, AND ESI DIAGNOSTIC CENTRE  
AND ESI DISPENSARY, ADONI ANDHRA PRADESH**

**Percentage rate Tender/Percentage rate Tender & Contract for Works**

(A) Tender for the work of:-

- (i) AR & MO (Annual Repair and Maintenance Operations) of Civil Works for ESI Hospital, Tirupati, ESI Diagnostic centre and ESI Dispensary at Adoni west during 2026-27
- (ii) To be uploaded on the CPP Portal website  
<https://eprocure.gov.in/eprocure/app>.
- (iii) To be opened in presence of tenderers who may be present as per above mentioned date and time in the office of **PMD, ESIC, Regional Office, Vijayawada, ANDHRA PRADESH.**

**TENDER**

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

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

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

A sum of **Rs. 1,28,055-00** is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money.

A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded (strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Director General, ESI Corporation or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that Director General, ESI Corporation or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

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

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

Dated:

Signature of Contractor:

Witness:

Postal Address:

Address:

Occupation:

**ACCEPTANCE**

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

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

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

Regional Director, ESIC, R.O. Vijayawada

Signature.....

Date.....

Designation.....

## **PROFORMA OF SCHEDULES**

### **SCHEDULE 'A'**

Schedule of Quantities (as per CPWD-3) ..... Attached BOQ

### **SCHEDULE 'B'**

Schedule of materials to be issued to the contractor

S.No	Description of Item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5

-----NIL-----

### **SCHEDULE 'C'**

Tools and plants to be hired to the contractor

Sl.No	Description	Hire charges per day	Place of issue

-----NIL-----

### **SCHEDULE 'D'**

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

### **SCHEDULE 'E'**

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

**Name of work:** AR & MO (Annual Repair and Maintenance Operations) of Civil Works for ESI Hospital, Tirupati, ESI Diagnostic centre and ESI Dispensary at Adoni west during 2026-27

Estimated cost of work : Rs.64,02,755-00

- (i) Earnest money : Rs. 1,28,055-00 (to be returned after receiving Performance Guarantee)
- (ii) Performance Guarantee : 5% of tendered value.
- (iii) Security Deposit : 2.5% of tendered value

### **SCHEDULE 'F'**

General Rules & Directions-

Officer inviting bid: The Regional Director, ESIC, Regional Office (R.O.) Vijayawada.

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

#### **Definitions:**

2(v) Engineer-in-Charge: The Executive Engineer, ESIC R.O. Hyderabad or his successor.

2(vii) Accepting Authority: The Regional Director, ESIC, Regional Office, Vijayawada or his successor.

- 2(x) Percentage rate on cost of materials and labour to cover all overhead and profits: ..... **15%**
- 2(xi) Standard Schedule of Rates: **DSR-2023 (including Cost Index) + Market Rate**
- 2(xii) Department: **ESI Corporation**
- 9(ii) **Standard CPWD Contract Form GCC 2023- Maintenance Works, CPWD Form 7/8** (with substitution of words as Director General of ESIC and ESIC in place of President of India and Government of India/CPWD respectively) as modified & corrected up-to-date.

**Clause 1**

- (i) Time allowed for submission of Performance Guarantee, programme chart (Time and progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof from the date of issue of letter of acceptance ..... **7 days**
- (ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided above ..... **3 days**

**Clause 2**

Authority for fixing compensation under clause 2: **The Regional Director, ESI Corporation, Regional Office, Vijayawada.**

**Clause 2A**

Whether Clause 2A shall be applicable ..... **No**

**Clause 5**

**Penalty for Delay:**

- A. The Contractor shall put all out efforts to address the complaints as immediately as possible. However, a tentative timeline for various natures of complaints are given within which the complaints are supposed to be attended by the Contractor without fail so as to maintain the hospital services smoothly.

**TIME FRAME FOR ATTENDING COMPLAINTS**

S.No	Complaint Type (As defined by ESIC)	Maximum time within which the complaints are to be attended and completed
1	Emergent complaints	3 hours
2	Minor complaints	1 day
3	Major complaints	3 days
4	Periodical complaints	5 days

Following recovery shall be made from the admissible payments for delay in attending the complaints:

- (i) The recovery of amount is 1% per day on amount of concerned complaint per complaint per day of delay in attending emergency complaints.
- (ii) A recovery of amount is 0.50% per day on amount of concerned complaint per complaint per day of delay in attending Major, Minor & periodical complaints beyond the time given as above.
- (iii) Time allowed for execution of work: **12 Months**

- B. The contractor shall maintain proper attendance records of workmen deployed at the site of work which will be checked by the ESIC engineer-in-charge / Staff of verification etc. In case of absence of any workmen, without prior information, the recovery shall be made at the following rates :

S.No	Category of Workmen	Rate Recovery per day per person	Remarks
1	Supervisors/ Highly Skilled	1000	In case workmen are found absent for particular hours of the day, the recovery shall be made on pro- rate basis by considering 8 hrs. of the duty in a day
2	Skilled	800	
3	Semi Skilled	600	
4	Un Skilled	500	

## **Authority to decide:**

- (i) Extension of time: The Regional Director, ESIC Regional Office, Vijayawada or his successor.
- (ii) Rescheduling of mile stones: The Regional Director, ESIC Regional Office, Vijayawada or his successor.
- (iii) Shifting of date of start in case of delay in handing over of site: The Regional Director, ESIC Regional Office, Vijayawada or his successor.

## **Clause 6**

### **A. Monthly Statements for payments**

The Contractor shall submit a bill in 3 copies to the Engineer-in-charge before last working day of each month for the work executed up to the end of previous month in tabulated form approved by the Engineer-in-charge, showing the amounts to which the Contractor considers himself to be entitled. The bill must be supported with the following documents:

- a) Attendance sheet along with salary certificates, wages sheets of all the workers and staffs deployed in terms of the Contract.
- b) Certified bills regarding miscellaneous materials purchased under different heads.
- c) Copies of compliant forms (Details of defects / complaints attended and rectified within time).
- d) Details of complaints attended late.
- e) Any other documents asked by ESIC related to ARM works.
- f) ESIC & EPF Challans with list of workers.

### **B. Payment**

#### **Time Schedule for Payment of Bills**

Ad-hoc payments amounting to **75%** of the eligible running account bill/due stage payment shall be made to the contractor within **10 working days of the submission of the bill**.

The bill shall be prima facie scrutinized and certified for ad-hoc payment of **75%** by both **AE and JE (wherever available) in total five working days, three working days by accounts branch and two working days by concerned Executive Engineer**.

The remaining payment is also to be made after **final checking of the bill, maximum within 28 working days** of submission of bill by the contractor. In case the payment has not been **within 10 working days as prescribed above**, it shall be made as soon as possible and after payment **a written explanation for the delay shall be submitted to the next higher authority by the Executive Engineer within three working days**. The final bill shall be paid within the time schedule as per GCC provisions.

#### **Payment of Final Bill**

The **final bill** shall be submitted by the contractor in the same manner as specified in interim bills **within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier**. No further claims shall be made by the contractor after submission of the **final bill** and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute, and for those items which are in dispute on account of quantity and/or rates **shall be paid** at approved quantity and/or rates by the Engineer-in Charge, **within three months** period reckoned from the date of receipt of the bill by the Engineer in- Charge or his authorized Assistant Engineer, complete with account of materials issued by the Department and dismantled materials.

**If the final bill is submitted by the contractor within the period specified above and payment of final bills is made by the deptt. after prescribed time limit , a simple interest @ 5 % per annum shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor is found to be in order.**

Clause 7: Deleted

**Clause 7A**

Whether Clause 7A shall be applicable:	<b>Yes</b> <i>(No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge)</i>
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**Clause 10 A**

List of testing equipment to be provided by the contractor at site lab:

1. Sieves for sand and aggregate.
2. Slump cone test for slump test.
3. Apparatus for silt content.

**Clause 10 B**

Whether Clause 10 B shall be applicable:.....Yes.

**Clause 10 C**

Component of labour expressed as percent of value of work .....40%

**Clause10 CA:** Not Applicable

**Clause10 CC:** Not Applicable

**Clause 11**

Specifications to be followed for execution of work: **CPWD Specifications 2019, Vol-I & II with Up-to-date correction slips**

**Clause 12**

Authority to decide deviation up to 1.5 times of tendered amount: The Regional Director, ESIC, Regional Office Vijayawada.

**12.2 & 12.3**

- (i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work.....30%
- (ii) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work.....30%  
(Except items mentioned in earth work subhead in DSR and related items)
- (iii) Deviation Limit for items mentioned in earth work subhead of DSR and related items ..... 100%

**Clause 16**

Competent Authority for deciding reduced rates: **The Regional Director, ESIC Regional Office, Vijayawada.**

**Clause 18**

List of mandatory machinery, tools & plants to be deployed by the contractor at site:

- (1) Ladders
- (2) Scaffolding
- (3) Cleaning tools
- (4) Spade
- (5) Shovel
- (6) Hoe
- (7) Trowel
- (8) Pickaxe
- (9) Grass Cutter
- (10) Wood Cutter etc.

**Clause 19 C** Regional Director, ESIC RO Vijayawada authority to decide penalty for each default.

**Clause 19 D** Regional Director, ESIC RO Vijayawada authority to decide penalty for each default.

**Clause 19 G** Regional Director, ESIC RO Vijayawada authority to decide penalty for each default.

**Clause 19 K** Regional Director, ESIC RO Vijayawada authority to decide penalty for each default.

**Clause 25**

Constitution of Dispute Redressal Committee (DRC)

Chairman : The Regional Director, ESIC, RO Vijayawada  
Member : The Superintending Engineer, ESIC, PMD-SZ, Bengaluru  
Member & Presenting Officer : The Executive Engineer, ESIC, RO Kerala.

**Clause 32**

**Requirement of Technical Representative(s) and Recovery Rate**

SI No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical Representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i)	
						Figures	Words
1.	Graduate Engineer or Diploma Engineer	Civil	Project Manager cum Planning Quality/ Site/ Billing Engineer	2 Years or 5 years	1 No	Rs.15,000/- Per Month	(Rs. Fifteen Thousand Per Month)

Assistant Engineers retired from Govt. Services that are holding Diploma will be treated at par with Graduate Engineers”.

Diploma holder with minimum 10 years relevant experience with a reputed construction company can be treated at par with graduate Engineer for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree Engineers.

**Clause 38**

(i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of **Delhi Schedule of Rates 2023** printed by C.P.W.D with *up-to-date correction slips*.

(ii) Variations permissible on theoretical quantities:

(a) Cement

For works with estimated cost put to tender not more than Rs.25lakh. .... 3% plus/minus.

For works with estimated cost put to tender more than Rs.25 lakh. .... 2% plus/minus.

(b) Bitumen

All Works ..... 2.5% plus only & nil on minus side.

(c) Steel Reinforcement and structural steel sections

for each diameter, section and category..... 2% plus/minus.

(d) All other materials ..... Nil.

**Sd/-**  
**Regional Director (I/C)**  
**Employees' State Insurance Corporation,**  
**Regional Office, Vijayawada.**

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

1. **CPWD Specifications-2019 Vol.I & Vol.II** (with up-to-date correction slips) shall be followed for execution of works. Where not available, BIS/Engineering practice as directed by the Engineer-in-Charge shall be followed. All the work procedures, guidelines etc. shall be as per **CPWD Works Manual 2024 & SOPs** to CPWD Works Manual 2024
2. The materials used should be ISI approved and should be a branded product of good quality
3. The materials shall be got approved prior to its use in ARM works from the Engineer-in-Charge of ESIC.
4. Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders.
5. The contractor shall work according to the Programme of work as approved by the Engineer-in-charge, for which purpose, the contractor shall submit a tentative Programme of the work within 15 days from the stipulated date of start of the work.
6. The Contractor will have to work according to the program of work decided by the Engineer-in-charge. Wherever desired by Engineer-in-charge the contractor shall also construct a sample unit complete in all respect within time specified by the Engineer-in-charge & this sample unit shall be got approved from the Engineer-in-charge before mass construction is taken up. No extra claim whatsoever beyond the payment due at agreement rates will be entertained from the contractor on this account.
7. The contractor shall take instructions from the Engineer-in-charge for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls are to be constructed.
8. Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing shall be payable to him on this account. However, payment for centering, shuttering, if required to be done for floor heights greater than 3.5m, shall be admissible, if not already specified otherwise.
9. The working drawings appearing at Para 8.1(iii) of conditions of contract in the form CPWD-7 shall mean to include both architectural and structural drawings respectively. The structural and architectural drawings shall be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing of the Engineer-in-charge shall be obtained by the contractor before proceeding further.
10. Samples for particular items of work shall be prepared, for prior approval of the Engineer-in-charge before taking up the same on mass scale and nothing shall be payable on this account.
11. If ISI marked products are available, the contractor shall use only ISI marked products. In other cases, the materials shall conform to CPWD specifications. In case a material/ product is covered neither by ISI nor by CPWD specification, the work shall be carried out as per sound engineering practice, in which the decisions of the Engineer-In-Charge shall be final & binding. In such cases Engineer-in-charge shall satisfy himself about the quality of such materials and give his approval in writing. Only articles classified as first quality by the manufacturers shall be used unless otherwise specified. All materials not having ISI mark shall be tested as per relevant ISI specifications. The Engineer-in-charge may relax the condition regarding testing if the quantity of the materials required for the work is small. In all cases of used of ISI marked materials proper proof of procurement of materials from authentic

manufacturers shall be provided by the contractor to the entire satisfaction of Engineer-in-charge.

12. Some restrictions may be imposed by the security staff etc. on the working and deployment of labour, materials etc. The contractor shall be bound to follow all such restriction/instructions and nothing extra shall be payable on this account.
13. Electricity shall be made available by ESIC on free of cost
14. Other agencies doing works related with this project will also simultaneously execute the work and the contractor shall afford necessary co-operation for the same. The contractor shall leave such necessary holes, opening etc. For laying/ burying in the work pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies. Conduits for com[o wiring/cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same. The contractor shall extend necessary co-operation to them without any claim on this account.
15. Cast iron pipes and fittings without ear shall be used. However, pipes and fittings with ears may be accepted without any extra payment. In such cases, clamps are not required and no extra payment shall be made for fixing the pipes in a different manner.
16. Any cement slurry added over base surface for bond or for continuation of concreting, its cost shall be deemed to have been included in the respective items, unless specified otherwise and nothing extra shall be payable nor extra cement shall be considered in the cement consumption on this account.
17. Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth if required shall have to be done by the contractor at his own cost.
18. No claim for idle establishment & labour, machinery & equipment, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion
19. (a) The building work will be carried out in the manner complying in all respect with the requirements of relevant bylaws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.  
(b) The work of water supply, internal sanitary installations and the drainage work etc. may require to be carried out as per local Municipal Corporation or such local body Bye-Laws and the contractor in such cases shall produce necessary completion certificate from such authorities after completion of the work.  
(c) Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories wherever required should conform to by-laws and specifications of the municipal body/corporation where CPWD specifications are not applicable. The contractor should engage licensed plumbers for the work and get the materials (fixtures/fittings) tested by the Municipal body/Corporation authorities wherever required at his own cost.  
(d) The contractor shall comply with legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable.
20. The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted and nothing extra whatsoever shall be

payable to the contractor for the test .The work pertaining to the items of internal finishing should be started in consultation and with prior approval of Engineer-in-Charge as soon as the structure of two floors is completed.

21. All materials equivalent to the one specified should be got approved by the Engineer-in-charge before using the said materials in the work.
22. Any damage to work resulting from weathering conditions, defacing or from any other cause such as negligent act on the part of contractor, until the work is taken over by the Department after completion of work, shall be made good by the contractor, at his own cost.
23. The contractor shall provide at his own cost electric ovens and suitable weighing and measuring arrangements at site as may be necessary for execution of work.
24. **The contractor is supposed to inspect the buildings/ work site before tendering. He should collect and get acquainted with all relevant prevailing conditions of site restrictions etc. available for proper and smooth execution of work. The contractor shall inspect the distance between dispensaries/ staff quarters/ hospital etc. and satisfy themselves before quoting the rates for smooth execution of work.**
25. If as per Municipal/Local Authority rules or Client Department rules, the huts for labourers are not be erected at site of work by the contractor, the same shall be complied with by the contractor. The department shall not provide any alternative site or space at any location & the contractor shall provide such accommodation at such locations as are acceptable to local bodies, for which nothing extra shall be payable.
26. Wherever desired by Engineer-in-charge, the contractor shall also construct a sample unit complete in all respect within time specified by the Engineer-in-charge & this sample unit shall be got approved from the Engineer-in-charge before mass construction is taken up. No extra claim, whatsoever beyond the payment due at agreement rates, will be entertained to the contractor on this account.
27. Dismantling of cement concrete flooring inside the quarters shall be done with the help of mechanized vibratory hammer, drills etc. The work shall be carried out in such a way that there should be least disturbance to the adjoining allottees and work should be completed within least possible time. The contractor must ensure that there should be no damage to supporting RCC members.
28. All the labourers engaged shall be registered with ESI and EPF irrespective of number of workers deployed before submission of First RA Bill.
29. The contractor shall submit to the Engineer-in-charge, the documentary evidence of payments of wages and deposits to appropriate govt. authority/individuals as applicable in respect of statutory requirement i.e. EPFO, ESIC in favor of his employees engaged in the work. The ESIC/EPFO so paid by the contractor shall be reimbursed to the contractor after submitting the original receipt to the department. The receipt should clearly indicate the name of work, list of workers with their names, duration, required information and other details which may be necessary to avoid any confusion/ litigation at the later date.
30. The Engineer-in-charge shall fully empowered to withheld from the contractor's bill a sum equal to the amount required to meet the provisions of statutory requirements as mentioned above without giving any notice to the contractor, if the contractor fails to submit the evidence of payment/deposits as mentioned inConditions.
31. The contractor either himself or any of the persons / workers engaged under this contract shall have no claim for renewal or continuance of the contract or employment in any manner

whatsoever other than the payment mentioned in the contract.

32. **The percentage quoted by the Contractor is inclusive of all taxes (including GST), levies, cess etc. & nothing extra on this count shall be payable by ESIC.**
33. The GST/Income Tax/Labour Welfare Cess and statutory payments as applicable as per govt. notifications from time to time will be deducted at source and credited to the Government on Contractor's behalf.
34. **Contractor has to make his own arrangement of water at site of work. The estimate rates are inclusive of 1% water charges irrespective of the fact whether water is required for the item or not. As such 1% water charges on total amount of work done will be recovered if Contractor fails to arrange the water from outside sources or doesn't incur any expenditure for arranging water.**
35. The labourer engaged through labour deployment items shall invariably given a weekly off by making alternative arrangements for continuous deployment of labour.
36. Labour deployed is required to perform duties at various locations as specified in tender. All the workers engaged shall report to the hospital to which they are attached and mark the bio-metric attendance. They shall then move to their respective work place at Dispensaries/Offices as directed by Engineer-in-charge or his authorized representative. Their shift timing will commence from the time they report to the respective locations and nothing extra shall be payable towards TA/DA & other incidental charges for workers for attending duty in different locations under the agreement. The TA/DA and other incidental charges in this regard shall be borne by the Contractor at his risk and cost.
37. The Contractor shall maintain an attendance register of workers on shift basis and shall be made available for verification by ESIC Engineers/ Authorities on daily basis.
38. The Contractor shall maintain a TASK register/ complaint registration form (enclosure-I) for each category of worker and shall obtain acknowledgement of user for the satisfactory redressal of complaints registered in the task register / complaint registration form (enclosure-I). The entries in TASK register to be entered by ESIC Engineers/ authorized persons.
39. The task register shall be made available on every day before closing hours and also frequently as and when demanded by ESIC Engineers for entering fresh complaints in the register.
40. The contractor shall ensure proper record keeping and storing of irreparable/dismantled material. Dismantled materials which have been become Contractor's property by operation of concerned items for the same shall be removed from site and clean the site within 5 days of occurrence, failing which same shall be disposed at the risk and cost of the Contractor.
41. The Agency/Contractor must submit following details of labourers to be deployed at site before starting of the work:
  - Bio-metric Enrollment Application in prescribed proforma filled and signed by the labourer. The form should be submitted duly signed & sealed by Agency/Contractor.
  - Latest Passport Size Photo
  - Copy of Aadhaar Card
  - Copy of front page of Passbook of Bank Account to which wages are to be credited.In case of any change in manpower, the same should be intimated to this office.
42. The wages of labourers shall be made to their respective bank accounts and proof there of shall be provided along with every RA bill/Final bill.

43. **The Tender is liable to be rejected if total amount of labour component quoted is less than the amount as per prevailing minimum wages notified by the Government.**
44. The tools required for cutting branches of trees/ grass cutting machine with fuel, plumber/carpenter tools etc. shall be arranged by the contractor at his risk and cost.
45. The contractor or his representative shall be available at site of work every day to take down instruction from ESIC officials and to liaise with hospital authorities.
46. Where there is no Supervisor, the Plumber shall be the leader of the workers gang and shall supervise the work done by other workers and nothing extra shall be paid on this count.
47. The Plumber shall hold ITC/ITI certificate or Plus Two with 2 or more years experience in the trade. Skilled worker deployed shall be licensed/ certified. Other certificates of technical qualification also to be closed.
48. The Agency/Contractor must prepare payroll of each employee containing basic wages, no. of days worked by the labourer, gross wages, ESI/EPF deductions, net wages etc. Copy of payroll for each month shall be provided along with the RA bill/Final bill.
49. As the work will have to be carried out in building and area in use, the contractor shall ensure:-
- That the normal functioning of ESIC activity is not affected as far as possible
  - That the work is carried out in an orderly manner without noise and obstruction to flow of traffic
  - That all rubbish etc is disposed off at the earliest and the place is left clean and orderly at the end of each day's work.
50. The Contractor shall ensure that his staff (workmen, supervisors etc.,) are qualified and licensed for their part of work. He shall be responsible for their conduct. The staff should behave in a courteous manner. The Contractor shall be held responsible for any loss or damage to ESIC property.
51. All the above staff of the Contractor shall wear uniform and badges identifying their category and name in English and Local Language.
52. The Contractor shall ensure safety of his workers and others at site of work and shall be responsible for any consequence arising out of execution of the Work.
53. ***Nothing extra shall be paid for the work as mentioned above from clause 1 to 52.***

**Sd/-  
Regional Director (I/C)  
Employees' State Insurance Corporation,  
Regional Office, Vijayawada.**

## **PARTICULAR SPECIFICATIONS FOR CIVIL WORK**

### **GENERAL**

1. The work shall be executed and measured as per metric dimensions given in the Schedule of quantities, drawings etc. (F.P.S. Units wherever indicated are for guidance only).
2. All stone aggregate and stone ballast shall be of hard stone variety to be obtained from approved quarries or any other source to be got approved from the Engineer-in-charge.
3. Sand to be used for cement concrete work, mortar for masonry and plaster work shall be of standard quality and to be got approved from the Engineer-in-charge and screened as required. The same shall consist of hard siliceous material. It shall be cleans sand.
4. Unless otherwise specified in the schedule of quantities, the rate of all items of the work shall be considered as inclusive of pumping out or bailing out water, if required, for which no extra payment will be made. This will include water encountered from any source, such as rains, floods, sub-soil water table being high or due to any other cause whatsoever.
5. All the materials required to be tested shall be tested as per provisions of the relevant I.S. Codes. Should there be any difference between acceptance CRITERIA given in I.S.Codes, C.P.W.D. specifications and special conditions, the acceptance CRITERIA shall be in the following order of precedence:
  - a. Special conditions
  - b. C.P.W.D. Specifications
  - c. I.S. Codes

### **PAINT BROUGHT BY THE CONTRACTOR**

1. The contractors shall bring sufficient quantity of paint of brand & shade approved by Engineer-in-charge prior to the commencement of work & keep it in his stores at site of work under double lock & key.
2. The paint shall be issued to the contractor from time to time according to requirements for the work in the same manner as followed for issue of cement.
3. Empty containers shall not be removed without the written permission of the Engineer-in-charge.

### **FINISHING WORK**

1. All doors, windows, floors, furniture, electric & fittings and other article shall be protect from dust, splashes and damages, sufficient covering for the days work shall be shown to the representative of the Engineer-in-charge before the contractor will be allowed to proceed with work, splashes and dropping from white washing, Color washing, distempering, painting etc. on walls, floors, doors and windows, down take pipes furniture shall be removed by the contractor at his own cost and the surface cleaned simultaneity after the completion of the days work in individual room/quarter or premises where the work is done, without waiting for the actual completion of all the other items of contract. In case the contractor fails to comply with this requirement the Engineer-in-charge or his authorized representative shall have the right to get this work done at the risk and cost of the contractor either departmentally or through another agency without issue of any notice to the contractor, on this account. The representative of the Engineer-in-charge will however, mention about it in the site order book before employing the labour on the job at the contractor cost.

2. The work is required in piece meal manner and be started at very short notice and be completed as per program decided as per the convenience of occupants.
3. Before starting the work a sample of required shade for paints/distemper will have to be prepared as per direction of Engineer-in-charge and got approved.
4. The contractor shall see the site conditions of existing splashes/paint marks etc. and quote rates accordingly.
5. The cleaning operation should be done within 24 hrs. of completion of job.
- 6. 50% quantity of paints required theoretically shall be deposited by the contractor with Junior Engineer-in-charge of the site before physically start of work. The material shall be approved by the Engineer-in-charge before use. The paints drums/containers shall be identification numbered by the Assistant Engineer-in-charge. The empty drums shall not be removed from site till completion of work. After consuming this quantity, balance quantity shall also be received and used in same manner.**
- 7. The register for internal finishing for each quarter shall be maintained by the field staff with signature of allottee in prescribed proforma. Photocopy of the register for the quarters measured for payment shall be submitted with each bill.**
8. It will be the responsibility of the contractor to take direction on time from the Engineer-in-charge in advance so that the progress of the work is not affected.
9. Contractor shall be required to make arrangement for plastic cotton sheets for use at work place during execution of work to protect floors, furniture shelves etc. from splashes, dust, dirt mortars droppings etc. for which no extra payment shall be made.

**Sd/-**  
**Regional Director (I/C)**  
**Employees' State Insurance Corporation,**  
**Regional Office, Vijayawada.**

## **SPECIAL CONDITIONS FOR PROCUREMENT OF CEMENT**

1. The contractor shall procure, 43 grade ordinary Portland cement conforming to IS 8112/Portland Pozzolana cement conforming to IS 1489 (Part I) as required in work form reputed manufacturers of cement, such as ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement & J. K. Cement or **from any other reputed cement manufacturer having a production capacity not less than one Million tones per annum.** The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves rights to accept or reject name (s) of cement manufacturer(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer fully or partially. The supply of cement shall be taken in 50 kg. Bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractors shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS codes. In case of test results indicate that the cement arranged by the contractor does not conform to the relevant BIS Codes, the same shall stand rejected, and it shall be removed from the site by the contractor at his own cost with a week's time of written order from the Engineer-in-Charge to do so.
2. The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer-In-Charge. The cement godown of the capacity to store a minimum of 2000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made.
3. Double lock provision shall be made to the door of cement godown the keys of one lock shall remain with ESIC Engineer-in-charge or his authorized representative and the keys of the other lock shall remain with the contractor. The contractors shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at anytime.
4. The cement shall be got tested by the Engineer-in-Charge and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laborites. **The cost of tests shall be borne by the contractor.**
5. The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case of cement consumption is less than theoretical consumption including permissible variation; recovery at the rate shown prescribed shall be made. In case of excess consumption no adjustment need to make.
6. Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of Engineer-in-Charge.
7. The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-Charge. If he does not do so within three days of receipt of such notice, the Engineer-in-Charge shall get it removed at the cost of the contractor.

Signature of the Contractor

**Location:****Serial Number:****COMPLAINT FORM (IN TRIPLICATE)**

NATURE OF COMPLAINT	ELECTRICAL(    )	CIVIL(    )
DATE & TIME		
USER DESIGNATION: SIGN:	NAME:	
DESCRIPTION OF COMPLAINT:		
JE REMARKS/ DETAILING WITH DATE		
ASSIGNED TO WITH DATE		
COMPLETION DATE		
WORK COMPLETED BY (Man power Name & designation)		
REMARKS OF COMPLAINANT		SIGN:
REMARKS OF SUPERVISOR (ELECTRICAL/ CIVIL)		SIGN:
REMARKS OF CARE TAKER WITH SEAL		SIGN:
WORK COMPLETION REMARKS BY JE(CIVIL/ELECL) WITH DATE		SIGN:

**Note:** To be submitted along with running bills

**ENCLOSURE-II**  
**MAINTENANCE OF COMPLAINT**  
**REGISTER**

<b>Sl. No.</b>	<b>Complainant No.</b>	<b>Nature of complainant</b>	<b>Complaint date and Time</b>	<b>Complain attended date and Time</b>	<b>Remarks</b>	<b>Signature of Contractor</b>

## ANNEXURE-'A'

### CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE TENDER

Confirm the enclosure of all the below listed documents without which tenderer may not be eligible to participate in the tender.

S No.	Item		Confirm (Yes/No)
1	EMD		
2	Tender form with complete technical bid and Financial bid, with all pages serially numbered, signed and stamped on each page		
3	Audited Balance sheet of last three years with details of annual turnover , profit/loss account etc		
4	Attested Photo copy of PAN Card		
5	GST registration certificate with details of the last Payment		
6	Copy of valid labour license		
7	Documents in support of contracts fulfilled in last 7 years along with their values in support of the experience and financial credibility		
8	Satisfactory completion of contract certificate from previous organizations		
9	ESI Registration Certificate copy		
10	EPF Registration Certificate copy		

**Signature of Authorized Person**

**Date:**

**Full name:**

**Place:**

**Company's seal**

**SIGNATURE OF THE CONTRACTOR**

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

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

- 1) We ..... (Hereinafter referred to as "the Bank") hereby undertake to payto (indicate the name of the Bank) ESIC an amount not exceeding Rs.....(Rupees .....only) on demand by the ESIC.
- 2) We.....do hereby undertake to pay the amounts due and payable under (Indicate the name of the Bank)

This Guarantee without any demure, merely on a demand from the ESIC stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees .....only).

- 3) We, the said bank further undertake to pay to ESIC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

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

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

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

- 5) We..... further agree with the ESIC that the ESIC (Indicate the name of the Bank)

shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by ESIC against the said contractor (s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or fore any forbearance, act of omission on the part of ESIC or any indulgence by ESIC to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 6) This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
- 7) We ..... lastly undertake not to revoke this guarantee except with the (Indicate the name of the Bank) Previous consent of ESIC in writing that this guarantee shall be valid up to\_\_\_\_. Unless extended on demand by ESIC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.\_\_\_\_(Rs.\_\_\_\_only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for  
\_\_\_\_\_ (indicate the name of bank)

**FORM OF EARNEST MONEY (BANK GUARANTEE)**

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

KNOW ALL PEOPLE by these presents that we .....(Name of bank) having our Registered office at. ....(Hereinafter called "the Bank") are bound unto the Regional Director, ESI Corporation .....in the sum of Rs..... (Rs. in ..... words .....) for which payment well and truly to be made to the said Regional Director the Bank binds itself, his successors and assigns by these presents.

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

THE CONDITIONS of this obligation are:

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

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

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

DATE.....  
WITNESS.....

**SIGNATURE OF THE BANK SEAL**

**(SIGNATURE, NAME AND ADDRESS)**

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

## Technical Bid Forms

<b>S.No</b>	<b>Form</b>	<b>Particular</b>
1	A	DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF TENDERS
2	B	PERFORMANCE REPORT OF INDIVIDUAL WORK REFERRED TO IN FORM "A"
3	C	FINANCIAL INFORMATION
4	D	FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK
5	E	STRUCTURE & ORGANISATION

**FORM 'A'**

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

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

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

Signature of Bidder(s)

**Form 'B'**

**Performance report of individual report work referred to in Form 'A'**

1. Name of work location
2. Agreement No.
3. Estimated cost
4. Tendered cost
5. Date of start
6. Date of completion
  - (i) Stipulated date of completion
  - (ii) Actual date of completion
- 7A. Whether case of levy of compensation for delay has been decided or not Yes/No
- 7B. If decided, amount of compensation levied for delayed completion, if any

**8. Performance Report:**

- |                          |  |
|--------------------------|--|
| a. Quality of work       | Outstanding/Very Good/Good/satisfactory/Poor |
| b. Financial soundness   | Outstanding/Very Good/Good/satisfactory/Poor |
| c. Technical Proficiency | Outstanding/Very Good/Good/satisfactory/Poor |
| d. Resourcefulness       | Outstanding/Very Good/Good/satisfactory/Poor |
| e. General Behavior      | Outstanding/Very Good/Good/satisfactory/Poor |

Dated:

Executive Engineer or Equivalent

**FORM 'C'**

**FINANCIAL INFORMATION**

Name of the Firm / Contractor: .....

S.No	Particulars	Financial Year		
		2023-24	2024-25	2025-26
1	Gross annual turnover on Civil works (in lakh Rupees)			

Signature of Chartered Accountant  
with Seal.

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

## FORM 'D'

### FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

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

(Rupees .....).

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

Signature  
(For Bank)

**Note:**

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

## FORM 'E'

### STRUCTURE & ORGANISATION

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

<b>Organization</b>	<b>Name &amp; Place of Registration</b>	<b>Registration No.</b>
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**

## CONTRACT AGREEMENT

This Agreement (hereinafter referred to as the “Contract Agreement”) is made on \_\_\_\_\_ between **Employees’ State Insurance Corporation, Regional Office, Vijayawada-520004** (hereinafter call the ‘Client’ or “ESIC”, which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns ) of the One Part and \_\_\_\_\_ (hereinafter called the ‘\_\_\_\_\_’, which expression shall unless repugnant to the context or meaning there of, include its administrators, successors and permitted assigns ) of the Other Part ( the client and the Contractor are hereinafter collectively referred to as “Parties” and singly as “ESIC and “\_\_\_\_\_” respectively).

Whereas

- A. The Client is desirous of getting its Residential / Non Residential Buildings premises / complexes maintained so as to ensure uninterrupted services to ESIC facilities through competent and eligible Agencies / Firms of repute in this field. The main scope of the work is described in Client’s requirements.
- B. The Contractor has participated in the bidding process (conducted by the Client through e-tendering mode) based on their professional expertise and having possessed the required technical competence and financial capability for fulfilling the requirements of the Client.
- C. The Client after due evaluation of the bids against the e-tenders floated in Central Procurement Portal vide bid **ID No:** \_\_\_\_\_ has agreed to award the contract for the work \_\_\_\_\_ of “\_\_\_\_\_” vide award letter No: \_\_\_\_\_, **Dated:** \_\_\_\_\_ to M/s \_\_\_\_\_ subject to and on terms and conditions set forth in this Contract Agreement.

**NOW THEREFORE, THE PARTIES HERETO HEREBY AGREE AND THIS CONTRACT WITNESSTH AS FOLLOWS :**

**1. Definitions and Interpretation**

In the Contract, the following words and expressions shall have the meanings here by assigned to them except where the context otherwise requires:

- (i) “Employer” means the ESIC and the legal successors in title to ESIC.
- (ii) “Engineer” means the person appointed by ESIC to act as Engineer for the purposes of the Contract.
- (iii) “Contractor”/bidders/Tenderer means an individual or firms (proprietary or partnership) whether incorporated or not, that has entered into contract (with the employer) and shall include his / its heirs, legal representatives, successors and assigns. Changes in the constitution of the firm, if any shall be immediately notified to the employer, in writing and approval obtained for continued performance of the contract.
- (iv) Market Rate shall be the rate as decided by the Engineer on the basis of the cost of the materials and labour at the site where the work is to be executed plus the percentage to cover all overheads and profits.
- (v) “Contract” shall mean this Contract Agreement together with all Appendices and other relevant documents in accordance with the provisions contained in this regard in this Contract.
- (vi) “Contract Price” shall mean the quoted price/amount by the Contractor in the financial bid and agreed between the Parties.

- (vii) “Drawings” means all the completion drawings, calculations and technical information of alike nature provided by the Engineer to be Contractor under the Contract and all drawings, calculations, samples, patterns, model Repair and Repair and Maintenance manuals and other technical information of alike nature submitted by the contractor and approved by the Engineer.
- (viii) “Bill of Quantities” means the priced and completed bill of quantities Forming part of the tender/ bid.
- (ix) “Tender” means the Contractor’s priced offer to the Client for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the contract, as accepted by the Letter of Acceptance. The work Tender is synonymous with “Bid” and the words “Tender Documents” with “Bidding Documents”.
- (x) Client’s Requirements shall mean the broad requirements of ESIC set forth in Tender document and which in relation to the ARM work, are required to be fulfilled and complied with by the Contractor in terms of this Contract.
- (xi) General Conditions of Contract or GCC shall mean the General Conditions of Contract asset forth in **CPWD General Conditions of Contract 2023- Maintenance Works**

## **2. Time for Completion**

The Repair and Maintenance work (**ARM-Civil**) shall be for a period of one year or as mentioned in the letter of commencement and shall start from the date issue of letter commencement and shall stand terminated after the expiry of one year unless it is mutually extended.

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

The Repair and Maintenance contract may be extended on the written mutual consent of both Employer and Contractor for a further period of one year. However, employer reserves it’s right to terminate the Repair and Maintenance contract by giving 15 days’ notice at any time during the currency of the contract if the services of the agency are not satisfactory as per the opinion of employer or it’s representative. No escalation payment shall be made by ESIC either during initial contract period of one year or in extended period and the work shall have carried out by the Contractor as the same price/cost as quoted by higher earlier under the ambit of the Contract Agreement.

**4.** ARM work shall mean the sum of the obligations and works to be performed and undertaken by the contractor including planning, safety precautions, required tools, tackles and plants and the completion of individual item of work in all respects under and in accordance with the Contract and shall include all materials and things to be supplied / done and services and activities to be performed or provided by or which may be reasonably implied there from and necessary for execution and completion of the work by the Contractor pursuant to and in accordance with this Contract.

**5.** No modifications or amendment to this Contract including any of the Appendices here to shall be valid and effectual unless expressly agreed as an amendment thereto and is in writing and dated and duly executed by the authorized representatives of the Parties thereto.

**6.** In the event of any conflict or inconsistency between any provision of this Contract Agreement and any of the Appendices, the provisions of this Contract shall prevail.

This Contract Agreement and the following documents attached here to shall be deemed to form an integral part of this contract

- (i) This Contract Agreement
- (ii) Instructions to Bidders
- (iii) Integrity pact/ Agreement
- (iv) Undertaking on GCC of CPWD
- (v) Technical and Financial Bids
- (vi) Undertaking on compliance of Labour Laws

**9.** This Contract Agreement and all the documents forming part of this Contract and related to this work, are to be taken as mutually explanatory and unless otherwise expressly provided in this Contract Agreement, the priority between this Contract Agreement and other documents forming part hereof shall, in the event of any conflict and inconsistency between them, be in the following order :

- (i) This Contract Agreement
- (ii) ESIC Requirements
- (iii) PCC
- (iv) Financial Bid / BOQ
- (v) GCC

**10.** Execution of the Works: The Contractor agrees and undertakes to execute the **ARM(Civil)** work, complete in all respects, under and in accordance with this Contract.

## **11. Rights and Obligations of the Parties**

11.1 The mutual rights and obligations of the Client and the Contractor shall, without prejudice to the following, be as set forth in the Contract:

- a) In consideration of the payments agreed to be made by the Client to the Contractor as set forth in this Contract, the Contractor hereby covenants with the Client and agrees and undertakes to perform the Works including planning, designing, and executing the whole or part of the work by using required tools, tackles and plants and by observing due safety precautions for completing the assignment / the work in all respects with due diligence and to remedy any defects or deficiencies therein, in accordance with the provisions of the Contract ;

and

- b) The Client hereby covenants to pay to the Contractor in consideration of his performance in terms and under this Contract, the contract price at the times and in the manner prescribed in the Contract.

11.2 With reference to the Contract Price, the Contractor acknowledges and confirms that

- a) The prices quoted by the Contractor in the financial bids to this Contract are firm and fixed and not subject to any escalation and is inclusive of all applicable taxes, levies, cess etc.
- b) All taxes on the income of the Contract shall be borne and be the liability of the Contractor and the Client shall not be liable for the same in any manner whatsoever.

**12.** Effective Date. Furnishing of the Performance Guarantee by the Contractor to the Client in accordance with PCC ; and Signing of the Contract Agreement by the Client and the Contractor.

The Contract shall be effective on and from the date on which all of the following conditions have been fulfilled:

## **13. DISCLAIMER**

It is expressly understood and agreed by and between the Contractor and the client that the Client is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India is not a party to this Contract and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Client is an Independent Legal entity with power and authority to enter into contracts solely on its own account under the applicable laws. The Contractor expressly agrees, acknowledges and understands that the Client is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any claim, cause of action or thing whatsoever arising out of or under this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of ESIC \_\_\_\_\_

For an on behalf of .....

Name:

Name:

Designation:

Designation:

Address:

Address:

Official Seal:

Official Seal:

Witness:

Witness:

Signature: .....

Signature: .....

Name:

Name:

Address:

Address:

**LETTER OF TRANSMITTAL**  
(On Bidder's Letter Head)

To  
The Regional Director,  
ESI Corporation,  
Regional Office,  
Vijayawada, Andhra Pradesh.

Subject: "AR & MO (Annual Repair and Maintenance Operations) of Civil Works for ESI Hospital, Tirupati, ESI Diagnostic centre and ESI Dispensary at Adoni west during 2026-27"

\*\*\*\*\*

Sir,

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

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

S.No	Name of the work	Certificate form
1		
2		
3		

Certificate:

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

Enclosures: .....

Signature(s) of Bidder (s)

Date of Submission:

Seal of Bidder

### Financial Bid

<b>S.No</b>	<b>Form</b>	<b>Particular</b>	<b>Amount in Rs.</b>
1	FB-1	Manpower Deployment Schedule	24,65,628.00
2	FB-2	Supply of material items to be used for maintenance of Civil work	4,93,900.00
3	FB-3	Work items to be executed for maintenance of Civil work	34,43,227.00
<b>Total Amount in Rs.</b>			64,02,755.00

**Note:**

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

## **General Conditions of Contract ( GCC )**

### **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) “ Employeeer” or “Client” means the ESIC and its administrators, successors and permitted assigns.
- (ii) “Engineer” mean the ESIC engineering personnel appointed for supervising this work under this Contract.
- (iii) “Contractor” / bidders / Tenderer means an individual or firms (proprietary or partnership) whether incorporated or not, that has entered into contract ( with the employer ) and shall include his / its heirs, legal representatives, successors and assigns. Changes in the constitution of the firm, if any shall be immediately notified to the employer, in writing and approval obtained for continued performance of the contract.

### **2. Sufficiency of Tender**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

### **3. Contractor’s Employees**

The Contractor shall provide on the Site qualified and experienced technical staff in connection with the Repair and Maintenance of the Works and the remedying of any defects therein. The minimum staff shall be as per description of work mentioned in BOQ.

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

The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the contractor who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Engineer. Any Person so removed from the Works shall be replaced as soon as possible.

### **5. Discrepancies and Adjustment of Errors**

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

In the case of discrepancy between the schedule of Quantities, the Specifications and / or the Drawings, the following order of preference shall be observed:

- 1. Description of Schedule of Quantities.
- 2. Particular Specification and Special Condition, if any.
- 3. Drawings.
- 4. CPWD Specifications.
- 5. Bureau of Indian Standards

If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

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

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

1. 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
2. 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
3. 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 or Repair.

7. **Insurance of work by the contractor for his liability**

- (i) During the Repair and Maintenance period for loss of damage to property and life arising from a cause for which contractor is responsible.
- (ii) For loss or damage occasioned by the Contractor in the Course of any repairs carried out by him for the purpose of complying with his obligations. 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.

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:

- (i) Death of or injury to any person, or
- (ii) Loss or damage to any property ( other than the Works ) :

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

9. **Accident or injury to Workmen**

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman 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. **Compliance with Statutes, 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 :

- (i) 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
- (ii) 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.
- (iii) Any changes required for approval due to revision of the local laws.

11. **Default of contractor in Compliance**

In case of default on the 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 money due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly.

12. **Defect Identification and it's rectifications**

Agency shall immediately attend the defects and complaints noticed at site. The agency shall provide and develop a system for regular Repair and Maintenance of all the services which includes defects identifications and it's immediate rectification so, that services are not effected. It shall be the sole responsibility of the Repair and Maintenance agency that all the services are kept in functional condition round the clock during the currency of the contract.

Defect Liability period shall be 12 months from the date of completion of work under BOQ measurable works. The contractor shall rectify at his own expenses any defect noticed in the work carried out by him during the period. On failure of the contractor to do so, the same shall be completed by the employer at the risk and cost of the contractor.

13. **Penalty for Delay**

If the Contractor fails to attend any complaint or defect in due course of time and if in the opinion of engineer delay is on the part of Repair and Maintenance agency, the employer can impose liquidated damages on the contractor as detailed in the particular conditions.

14. **Contractor's Failure to Carry out Instructions**

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

15. **Instructions for Variations**

Quantities given in the BOQ are estimated quantities. The quantity of any particular item may vary during the currency of the ARM Contract. The payment shall be made by ESIC to the Contractor at the contract price for varied quantities.

16. **Measurement**

The Engineer shall determine by measurement of the value of actual work done in accordance with the Contract and the contractor shall be paid proportionately. Part rate shall be made for any part of BOQ items not fully executed.

17. **Monthly Statements for payments**

The Contractor shall submit a bill in 3 copies to the Engineer by 7th day of each month for the work executed up to the end of previous month in tabulated form approved by the Engineer, showing the amounts to which the Contractor considers himself to be entitled. The bill must be supported with the following documents:

- a) Attendance sheet along with salary certificates, wages sheets of all the workers and staffs deployed in terms of the Contract.
- b) Certified bills regarding miscellaneous materials purchased under different heads.
- c) Details of defects / complaints attended and rectified within time.

- d) Details of complaints attended late.
- e) Any other documents asked by ESIC related to ARM works.
- f) ESIC & EPF Challans with list of workers.

18. **Default of Contractor & Termination of Contract**

If the performance of the contract and 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.

19. **Dispute Resolution**

19.1 **Amicable Settlement of Dispute:** The party shall use their best efforts to settle amicably all disputed arising out of or in connection this contract or the interpretation thereof.

19.2 **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 or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof in respect of which : - Amicable settlement has not been reached. Shall be referred to the Sole Arbitration of the Chief Engineer, ESIC who shall proceed as per the Reconciliation Arbitration Act, 1996.

19.3 The work under the contract shall continue, during the Arbitration proceedings.

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

20. **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 after due adjustment.

21. **Labour Laws to be complied by the Contractor**

The contractor shall obtain a valid license under the Contract Labour ( R & A ) Act, 1970, and the Contract Labour ( Regulation and Abolition ) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour ( Prohibition and Regulation ) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non – execution of the work.

22. **Health and Safety**

The Contractor shall at all times take all required precautions to maintain the health and safety of their personnel as well as Office / Hospital users by observing due diligence. Supervisory personnel of the Contractor shall be skilled / experienced to ensure that site is maintained safely and protected against any accidents.

23. **Contractor's Superintendence**

Throughout the currency of works and as long thereafter as is necessary to fulfill the Contractor's obligations, the Contractor shall provide all necessary superintendence and assistance to plan, arrange, direct, manage, inspect and test the works. The operations to be carried out by the Contractor in connection with ARM work shall be such as not to cause any kinds of accidents in the building and the campus and inconvenience to Office / hospital users in any manner.

24. **Contractor's Personnel**

The workmen including supervisory personnel deployed by the Contractor shall be appropriately qualified, skilled and experienced in their respective trades or occupations. ESIC may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including Contractor's Representative, if applicable, who :

- a) persists in any misconduct or lack of care or unruly / inhuman behavior
- b) carried out duties incompetently or negligently,
- c) fails to conform with any provisions of the Contract, or
- d) persists in any conduct which is prejudicial to safety, health, or the protection of environment

Upon such requirement, the Contractor shall appoint ( or cause to be appointed ) a suitable replacement person.

25. **Disorderly Conduct**

The Contractor shall at all times take all required reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's personnel, and to preserve peace and protection of persons and property on and near the site or even adjacent to it.

26. **Manner of Execution**

The Contractor shall carry out the work:

- a. In the manner (if any) specified in the Contract
- b. Efficiently, diligently and in a proper workmanlike and careful manner, in accordance with generally accepted professional techniques and good practices.
- c. Observe sound management practices, and employ advanced technology and safe and effective equipment, materials and methods ; and
- d. With properly equipped facilities and non- hazardous materials, except as otherwise specified in the contract.
- e. The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor under this Contract.

27. **Adjustments for changes in Legislation**

The Contract Price shall be adjusted to take account of any increase or decrease in cost resulting from a change in the Laws of the country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official government interpretation of such Laws, made after the Base Date (the date on which tender is received in ESIC) which affect the Contractor in the performance of obligations under the Contract.

28. **Insurance against injury to Persons and Damage to Property**

- (i). The Contractor shall effect and maintain in full force insurance against liability for claims, damages, losses and expenses ( including legal fees and expenses ) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's personnel.
- (ii). The Employer shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect to the Employer or of the Employer's Personnel.

29. **Terms & Conditions**

1. The contractor shall provide necessary barriers, warning signals and other safety measures while executing the work wherever necessary so as to avoid accident. He shall also indemnify ESIC against claims for compensation arising out of negligence in this respect. Contractor shall be liable , in accordance with the Indian Law and regulations for any accident occurring due to any cause. The department shall not be responsible for any accident occurred or damage incurred or claims arising there from during the executions of work. The contractor shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the contractor due to the above provisions.

2. Safe custody including watch and ward of the plant/ system, all the fixtures and other machinery will be entire responsibility of the contractor.
3. Cleaning of entire system/ units/ room/ machinery and other equipment will be the responsibility of the contractor. If the room is not found satisfactory at any time by the department recovery of Rs.50/- per day shall be made from the contractor's bill.
4. The contractor shall provide first aid/ box facilities for his staff at site.
5. The firm must pay Minimum Wages along with other allowances etc and fulfill all statutory compliances / obligations like ESI, EPF Bonus etc to all his employees covered under this contract as applicable from time to time.
6. For Holidays/ Sundays no extra payment will be made. It is the contractor's duty to arrange weekly off or Holidays to the workers, as per extent laws. The contractor has to deploy additional manpower (reliever) during above period. Payment shall be made for such extra manpower deployed by the contractor.
7. The ESIC will not be a party in event of any dispute between contractor and his staff. The contractor is fully responsible for any dispute between him and his labourer. Whenever any major defects occur in the system the firm will inform immediately to department for taking proper action.
8. The contractor shall provide and maintain attendance register for the maintenance staff at site which shall be checked by Engineer-in-charge.
9. The contractor shall get cleaned all the distribution boards/ main switches/ panel boards, ceiling fans & electrical fittings and fixtures etc. to keep the system in healthy condition.
10. Contractor has to maintain complaint register at his own cost. A complete record of all the complaints is to be entered in the register, the register is to be get checked by JE in-charge of the work.
11. Any damage made by the contractor or the staff of the contractor deployed at the site of work during contract period shall be made good by the contractor at his own cost.
12. The contractor shall submit the attested copies of credentials of all manpower to Engineer-in Charge before start of the work and as and when demanded
13. The Contractor shall provides adequate nos. of mobile phone to their staff at site to enable the JE(C)/AE(C)/ Engineer-in-charge to have easy and quick communication. Nothing extra shall be paid to the contractor on this account and his quoted rates for various items under this contract will be inclusive of this obligation also.

## **GENERAL GUIDELINES**

1. This book of “General Conditions of Contract” is applicable to both types of tenders i.e. “Percentage rate tenders and Item rate tenders”. Accordingly, alternative provisions for conditions Nos. 4A, 9 &10 of the General Rules and Directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender (CPWD-7) or item rate tender (CPWD-8).
2. CPWD-6, Schedules A to F, special conditions/specifications and drawings etc. will be part of NIT and shall be uploaded.
3. The intending bidders will quote their percentage rate in Schedule A and schedule A to F and proforma for registers are only for information and guidance.

### **Note:**

1. Please refer GCC of CPWD for Maintenance works 2023.
2. ESI, EPF, BONUS and any other statutory payments wherever applicable will be reimbursed on actuals from time to time on submission of documentary proofs.
3. The contractor shall provide uniform with ESIC logo along with name Badge and shoes within 15 days of start of work. In the event of non compliance a recovery of Rs. 25/- per day per employee shall be made. The employee and labours engaged by the contractor under this contract shall wear neat and clean uniforms along with name badges as approved by the concerned engineer-in-charge. Nothing extra cost shall be paid on this count.
4. The contractor shall not sub- contract in whole or any part to any contractor/agency.
5. The contractor at his own expenses, provide all materials, required for the works other than those which are stipulated to be supplied by the Government.
6. The work shall be carried out in a manner complying in all respects with the requirements of relevant bye laws of the local bodies, labour laws, minimum wages act, workmen compensation act and other statutory laws enacted by Central Govt. as well as State Govt.
7. The ESI, EPF & GST shall be paid by the contractor in their respective code allotted to the contractor by concerned department **without fail**.
8. Quantities given in the BOQ are 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 any extra cost.
9. The Contractor is bound to execute all contingent and supplemental items of work as directed by Engineer in charge. The rates for such items shall be worked out based on CPWD Manual, Delhi Schedule of Rates (DSR) and State Schedule of Rates including with which the original estimate was technically sanctioned.
10. If the Item is not available in BOQ, Market rate will be allowed after verifying from DGS & D (GeM) Rates or Justifiable Market Rates.

## **Particular Conditions of Contract ( PCC )**

### **1. Definition**

Unless repugnant to the context or meaning thereof or defined in the Contract Agreement, the following expressions shall have the meaning in these PCCs:

- (i) “CPWD” means the Central Public Works Department of the Government of India.
- (ii) “DSR” means the Delhi Schedule of Rates of CPWD.
- (iii) “Cost Index” means Cost Index of particular place as declared by CPWD from time to time to be applicable on DSR items.
- (iv) “Base Rate” means date on which tender for this work has been received in ESIC.
- (v) “NDSR Items” means Non – DSR or Non – schedule items which are not based on any DSR and as such rates for these items are to be determined based on prevailing Market Rates.

### **2. Extra / Substituted / Additional Items**

If during currency of the work, any items which are not available in the Contract’s BOQ and have been ordered by ESIC to carry out at the site, rates for such items for payment purpose to the Contractor shall be determined as follows:

- a. **For DSR/SSR Items:** The rates shall be derived based on latest DSR/SSR rates
- b. **For NDSR Items:** The rates shall be derived based on Market Rates. An element of Contractor’s Profit (CP) @ 15 % on ‘supply/materail only’ items and 15% on ‘work’ items, shall be allowed.

For any Extra items/substituted items/deviations in quantities of BOQ items, Contractor has to intimate to Regional Director and obtain prior approval from Competent Technical Authority before work execution.

**“Extra Item Price”:** Any items of works required to be executed in the interest of ESIC but this item not available in the contract agreement shall have to be executed by the contractor as an extra item without any objection. The proposed extra item if available in DSR’2023, the rates will be calculated on the basis of DSR’ 2023 rates plus applicable Cost Index and plus/minus quoted percentage rate. Otherwise rates of this item will be analyzed on the basis of prevailing market rates plus/minus quoted percentage and the same has to be accepted by contractor without any objection.

- 3. The works shall be carried out in accordance with CPWD specifications wherever CPWD specifications are not available / applicable, such items / piece of works will be carried out as per BIS / NBC / manufacturers specifications & operation manuals and sound engineering practices etc. and as per direction of engineer.
- 4. The contractor shall maintain proper maintenance office / service centre / Seva Kendra where complaints shall be received from the complainants either through e – mail, hard copies etc. A compliant Register shall also be properly maintained and updated daily in accordance with the direction of ESIC / Engineer – in – charge so that complaints are immediately registered and formalized in the maintenance system for their quick redressal within optimum time and with due diligence. Complaints through SMS & Whats App can be lodged by the concerned ESIC officials / bona fide residents 24 X 7 to the mobile phone of the contractors / Supervisory personnel and these complaints shall also be given due weightages.
- 5. All required register will be issued by Engineer-in-charge duly marked in chronological order but the contractor will have to arrange all such registers/stationery etc. nothing extra shall be paid on this account.

The contractor will have to arrange all the required Computer, furniture etc. at his own cost pertaining to his job and he will take all these things back only after the expiry of the agreement for which nothing extra shall be paid.

6. Workmen employed by the contractor should be well behaved, polite & courteous and the worker will clean the place where he has worked while attending the complaints . Any complaint against staff for bad behavior shall be taken very seriously and such staff shall be removed by the contractor within five days from the site and arrangement of suitable substitute for the same shall be done by contractor failing which the Engineer-in-Charge shall make recovery from contractor's bill as per corresponding condition.
7. Each worker shall maintain a complaint diary and get the signature from the concerned department / official to whom the complaint pertains, regarding attending the complaints. In case, it is found that the complaint has been attended unsatisfactorily, it will be considered as unattended. List of such complaints shall be submitted to the JE / AE / Engineer-in-Charge or his representative preferably on daily basis.
8. Safety of the staff employed will be the responsibility of the contractor, ESIC shall not be responsible for any mishap, injury/accident or death of the staff. No claim in this regard shall be entertained/ accepted by the department.
9. Operations in which assistance shall be provided by the maintenance agency / contractor to ESIC
  - (i) Assistance for occupation and vacation for the quarters.
  - (ii) Assisting the department in detection of unauthorized encroachments in the area being maintained.
  - (iii) Informing to the ESIC regarding the failure in any service being provided by other departments, in so far as they affect the assets being maintained under this contract, so that they can be taken up with the concerned local body / department for rectification.
  - (iv) Contractor or his authorized representatives / nodal officials shall ensure connectivity on mobile round the clock so that they can be contacted by the ESIC officials / authorities so as to make them aware about the urgency of the situation in connection with the maintenance of the essential services in the Residential Buildings / Office Buildings / Hospitals / Other Institutions premises. Contractor shall provide alternate mobile / telephone nos. for ease of communication. Nothing extra shall be paid to the contractor on this account and his quoted rates for various items under this contract will be inclusive of this obligation.
  - (v) Contractor shall ensure to attend / respond to the individual complaints within the time prescribed.
  - (vi) Contractor shall follow the citizen charter and model code for workers behavior as decided by Engineer-in charge.
  - (vii) Contractor shall facilitate visitors while they visit to service centre for lodging complaint in person or on phone.
10. The Contractor shall provide credentials of all workmen to ESIC. No claim of contractor's employees/ staff employed for subject work in any form shall be entertained by ESIC. Police verification of every deployed by the contractor shall be got done by the contractor compulsorily and a copy of police verification shall be provided to Engineer-in-Charge after which an identity card duly countersigned by Engineer-in-Charge or his representative shall be issued to each employee of the contractor for proper identification. ESIC may ask the Contractor to authenticate the presence of required number of manpower through Biometric Attendance System ( BAS ) based on AADHAR.
11. Unless otherwise specified, the agreement rates for all items of work of the schedule of quantities are for all heights, depths, leads and lifts involved in the execution of work.
12. The contractor shall take all precautions to avoid accidents by exhibiting caution boards, red flags, red lights and providing necessary barriers and all other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part.
13. The contractor shall give due notices to Municipality, Police and/ or other authorities that may be required under the law/ rules under force and obtain all requisite licenses for temporary obstructions/

enclosures and pay all charges which may be leviable on account of his execution of the work under the agreement. Nothing extra shall be payable on this account.

14. Other agencies may also be simultaneously executing some other work entrusted to them by the Engineer-in-charge and the contractor shall offer necessary cooperation wherever required to these agencies so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s). He shall as far as possible arrange his work and shall place and dispose off the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-charge.
15. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials, the contractor shall be bound to follow all such restrictions and adjust the programme for execution accordingly. Nothing extra shall be paid for idle labour due to such construction.
16. The work shall be carried out in a manner complying in all respects with the requirements of relevant bye laws of the local bodies, labour laws, minimum wages act, workmen compensation act and other statutory laws enacted by Central Govt. as well as State Govt.
17. All the malba or rubbish obtained from dismantling or otherwise during the execution of work shall be collected in the mobile container arranged by contractor free of cost of suitable size placed near the working place. The malba or building rubbish so collected shall be disposed off to the specified common disposal point as decided by the Engineer-in charge, where from the contractor will finally disposed off the collected malba or rubbish to the authorized municipal dhalao/dumping ground. In no case the malba / building rubbish shall be allowed to dump at ground near the working place. A recovery of Rs.1000/- shall be made by engineer-in- charge for every default per day till the final disposal of malba only after issuing a notice in writing by engineer-in-charge of work.

No residential accommodation shall be provided to any of the staff engaged by the contractor.

The contractor shall also not be allowed to erect any temporary set up for staff in the campus.

The contractor shall depute required technical and non – technical / supporting personnel for carrying out civil and electro – mechanical maintenance works as per manpower deployment schedule vide Form (FB) – 1 so that the essential services should not get hampered in any manner for Residential Buildings / Office Buildings / Hospitals / Other Institutions & also for residential accommodations.

18. Contractor shall be fully responsible for any damages caused to govt. property by him or his labour in carrying out the work and same shall be rectified by the contractor at his own cost.
19. The Contractor shall follow, observe and comply with all applicable laws, rules, regulations and procedure including all Govt. of India and concerned Local Authority rules, procedures and regulations while performing Work under the Contract including planning, designing, detailing, executing, supervising etc. and obey instructions, rules and regulations of Agencies having jurisdiction as issued or applicable from time to time. The contract price and the rates under the Contract shall be deemed to be inclusive of all expenses required for complying with all such applicable laws, rules, regulations and procedures. The Contractor shall at all times safeguard the interests of the employer in performing the work under his scope.
20. The contractor shall maintain sufficient quantity of materials and spares at site to meet the requirement of attending the complaints as per direction of the Engineer-in-charge. Stores / bins, if available, shall be handed over to the contractor for storing the material.
21. The contractor shall have to carry out the work other than day to day maintenance according to programme given by the Executive Engineer / Assistant Engineer / Junior Engineer-in-charge. The contractor shall have to adhere to this programme failing which he shall be wholly responsible if or any inconvenience caused to the occupants. No claim for idle labour on any account shall be entertained. The contractor shall depute his representative daily to the site of work. His / her name and Signature shall be attested by the contractor for record in the department.

22. No special repairs and addition/ alteration work shall be carried out in any building without the approval of the representative of the Engineer-in-charge. Any work carried out without approval of the representative of the Engineer-in-charge at the site, the work shall be rejected and shall not be measured and paid for.

23. The cement mortar/cement concrete shall not be mixed or mixed cement mortar / cement concrete shall not be placed on the ground /roads/pucca floor in any case during the execution of work at site. The cement mortar / cement concrete will only be mixed on MS sheet/sheet of other material suitable size. In case of default, the Engineer-in-charge of work shall reject the cement mortar / cement concrete out rightly if cement mortar/cement concrete mixed on ground/floor/slab/road and such cement mortar/cement concrete shall be removed from the site of work by the agency at his own cost.

24. All dismantled material shall remain the property of the ESIC and shall be taken away by the contractor after taking approval of Engineer-in-charge of ESIC in writing as per "schedule of credit I & II" for dismantled materials for which deduction will be made accordingly from contractor bills.

Chases, holes & drilling works etc. shall be done using power operated tools by observing due diligence so that the existing structure / facilities should not get unduly disturbed / harmed / disfigured.

25. In case of any accident during the operation / Maintenance of the equipment leading to injuries/damages to human being equipment or loss of life, the contractor shall be fully responsible for settling all claims & indemnify the department against any claims arising out of such accidents.

26. The quoted rate shall be inclusive of any prevailing taxes, duties, levies imposed by the Central /State government/Local bodies. Any new taxes levied after opening of financial bid shall be considered by ESIC for reimbursement (in case of additional burden / increase in financial implications) or recovery in case of decrease in financial implications due to such changes. Income Tax as applicable shall be deducted from the payments of the contract as per extant Rule.

27. The contractor shall comply with proper and legal orders and directions of the local or public authority or Municipality / local body / administration and abide by their rules and regulations and pay all fees, cess and charges of which he may be liable as per statutes / orders.

This contract includes providing the emergency services whenever required after normal working hours; no extra charge will be entertained for attending any numbers of complaints.

The contractor shall also give due notices to Municipality, Police and/ or other authorities under intimation to the Engineer in Charge that may be required under the law/ rules under force and obtain all requisite licenses for temporary obstructions/ enclosures and pay all charges which may be leviable on account of his execution of the work under the agreement. Nothing extra shall be payable on this account.

28. The contractor will carry out preventive maintenance / Checks as per CPWD Specification / respective standard trade practice and as per details attached. The result of such exercise will be recorded in proforma as decided by the Engineer-in-charge.

Materials used shall be in order of preferences as under:-

- (i) Under the Nomenclature of the item
- (ii) Particular specifications and special conditions.
- (iii) CPWD specifications.
- (iv) ISI marked / conforming to BIS.
- (v) Approved by ESIC engineer.

29. Rejected materials shall have to be removed by the contractor at his own cost immediately of the instructions of doing so. In case of any dispute regarding rejection of quality of materials the decision of the Engineer-in-Charge shall be final and binding upon the contractor.

30. Contractor shall give the details of complaints attended on daily basis to the concerned AE / JE.
31. For facia work and internal finishing work, double cup Lock steel scaffolding having two sets of vertical supports with steel staircase for inspection of works by engineer in charge shall be used. The supports shall be sound and strong, tied together with horizontal piece over which scaffolding planks shall be fixed.
32. The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties and to the public in general and to prevent any damage to such properties from pollutants like smoke, dust, noise. The contractor shall use such methodology and equipment so as to cause minimum environmental pollution of any kind during construction and minimum hindrance to road users and to occupants of the adjacent properties or other services running adjacent/near vicinity. The contractor shall make good at his cost and to the satisfaction of the Engineer-in-Charge, any damage to roads, paths, cross drainage works or public or private property whatsoever caused due to the execution of the work or by traffic brought thereon by the contractor. All waste or superfluous materials shall be carried away by the contractor, without any reservation, entirely to the satisfaction of the Engineer-in Charge.
33. The Contractor shall ensure the readiness and functionality of all equipments, accessories and plants related to fire safety aspects of the Offices / hospitals and other buildings existing in the campus as a whole so that the entire premise is free from any potential fire hazards. Periodic fire drills are also required to be done by the Contractor in consultation with ESIC and local Fire Inspectors / Officials as per norms. Any deficiencies detected during the fire drills regarding not functioning of fire safety equipments, accessories and plants and evacuation measures shall be made good immediately by the Contractor in consultation with ESIC and local Fire Inspectors / Officials.

Supervisor (Fire Safety) which is to be deployed by the Contractor with proper qualifications and experience is responsible for all the actions enumerated above. The Contractor is also required to deploy Fire Technician of required qualifications and experience to assist Supervisor (Fire Safety) in this endeavor. Supervisor (fire Safety) along with Fire Technician will be functioning as a core fire safety squad for ensuring that the complex is secured from fire safety angles all the time.

34. Indicative list of material & tools for day to day maintenance, which does not include some more items which required for day to day maintenance, same may be arrange by the contractor without any extra cost.
35. **Instructions for Variations:**
  - a. Quantities given in the BOQ are 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 any extra cost.
  - b. The Contractor is bound to execute all contingent and supplemental items of work. The rates for such items shall be worked out based on current CPWD Manual, Latest Delhi Schedule of Rates (DSR) and Latest State Schedule of Rates, as may be applicable in each case.

**LIST OF MAKES FOR CIVIL AND PLUMBING WORKS**

<b>S.No</b>	<b>Material</b>	<b>Approved Brands</b>
1.	Cement (Grey)	Ultra tech, Ambuja, J. P., Rewa, Vikram, Shri Cement, Birla, JK and Cement Corporation of India.
2.	Steel	SAIL/ TISCO/Jindal Steel/ RINL/TATA/JSW Steel/JSPL or other primary producer of steel as approved by Ministry of Steel
3.	Floor Tiles	(Mosaic) ISI marked Shyam Tiles, Super Tiles, Hind Mosaic, Vyaara Tiles
4.	Floor Tiles (Chequered)	(ISI marked only) Shyam Tiles, Super Tiles, Hind Mosaic, vyaara Tiles
5.	C.P. Brass Bib Cock, Pillar Cock, Stop Cock etc.	(ISI marked only) Jaguar, Marc, Hindware, Parryware, parco, Johnson, Chilly, Prayag, Kohler, Grohe or equivalent
6.	C.P. Brass Shower Rose 125 mm dia	Jaguar, Marc, Hindware, Parryware, parco, Johnson, Chilly, Prayag, Kohler, Grohe or equivalent
7.	C.P. Brass Towel rail	Jaguar, Marc, Hindware, Parryware, parco, Johnson, Chilly, Prayag, Kohler, Grohe or equivalent
8.	C.P. Brass Flush Valve	Jaguar, Marc, Hindware, Parryware, parco, Johnson, Chilly, Prayag, Kohler, Grohe or equivalent
9.	C.P. Brass Waste Coupling	Jaguar, Marc, Hindware, Parryware, parco, Johnson, Chilly, Prayag, Kohler, Grohe or equivalent
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	Hindware, jaquar, Kohler, Cera, Johnson, Kerovit or equivalent
14.	Water Closets	Hindware, jaquar, Kohler, Neycer, Parryware, Cera, Johnson, Kerovit or equivalent
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, Jayna, Kingston, Johnson, Lotus, Neelkanth, Cera, Grohe or equivalent
17.	G.I. Pipes	(ISI Marked only) Asian, Tata, Jindal
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	Greenply, Century, Archid Ply, Action Tesa, National, Sylvan Ply, Jayna or equivalent.
22.	Aluminium Door Fittings	(ISI Marked ) 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, SenHarvik , Shiv Mular, Steel Plast
26.	Mortice Lock	(ISI Marked only) Godrej, Harrison, Dorset, hafele, KICH, Acme or equivalent
27.	Steel Sectional Windows/ Ventilators	AGEW, SenHarvik , Shiv Mular, Steel Plast
28.	Particle Board/ Plywood	Century Prolam, Green, Merino, Archid ply, Sylvan ply or equivalent
29.	Hydraulic door closer, concealed door closer	Dorma, Godrej, Dorset, Indobrass, Everite, Global, CLA 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), Finolux Supreme, Prince
34.	Steel Tubes for structural purposes	(ISI Marked only) (IS: 1161) TATA ,jindal,surya or equivalent
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/glazed Floor Tiles	Kajaria, Somany, Cera, Nitco, Johnson, Restile, AGL, Orient-Bell, RAK or equivalent
38.	Ceramic/glazed Wall Tiles	Kajaria, Somany, Cera, Nitco, Johnson, Restile, AGL, Orient-Bell, RAK or equivalent
39.	Putty	(ISI Marked only) (IS:419) J K , Birla, Shalimar or equivalent
40.	Anodized Aluminium Section	(ISI Marked only) Jindal, Indalco, Hindalco, or equivalent
41.	White cement	(ISI Marked only) Birla White, ACC, J.K. White or equivalent
42.	Factory made concrete blocks	Sabar, Ved PMC, JK, Eco green
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 Equivalent

46.	G.I. Fittings	Jindal, Sail, Prakash surya, Tata, APL Apolo or equivalent
47.	Clamps for pipes	Chilly, Hilti or Equivalent
48.	Gate Valves	(ISI Marked) Zoloto , kirloskar, Leader,Sant or equivalent
49.	CPVC Pipes	Astral, Prince, SFMC, Ashirwad, Pragya, Jain, Supreme, Skipper, Kissan, Finolex or equivalent
50.	External Premium Acrylic Paint	Apex Ultima of Asian Paints, Dulux Weather Shield max of ICI Dulux
51.	Acrylic Plaster	NITCO, Asian Paints
52.	External Smooth Acrylic Paint	Apex of Asian Paints, Weather Shield of ICI Dulux
53.	Interlocking Paver Blocks	Super, Duracrete, NITCO, Vyyara
54.	Vitrified floor tiles	Kajaria, Somany, Cera, Nitco, Johnson, Restile, AGL, Orient-Bell, RAK or equivalent
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, Gyprock or equivalent
62.	Epoxy Paint	Asian Paint, Berger, Dulux/ Nerolac
63.	Plastic Seat with lid	Parryware, Hindware, Seabird, Orient (Coral)
64.	PVC Shutters & Frame	Supreme, Sintex, Duroplast,Rajashree,Plastiwood or equivalent
65.	PVC Rigid Pipes	Duke, Supreme, Prince,
66.	RMC Plant	L & T, RMC, ACC, Ultratech, Godrej.
67.	APP Sheet for water proofing treatment	Dr. fixit, sika, STP, Ardex, Endura or equivalent
68.	Acrylic Polymer	Anuvi Chemical, SunandaSpe. Coating Pvt. Ltd, SKG Constn. Chemical Pvt. Ltd
69.	Rusticide	Anuvi Chemical, SunandaSpe. Coating Pvt. Ltd, SKG Constn. Chemical Pvt. Ltd
70.	Passivator	Anuvi Chemical, SunandaSpe. Coating Pvt. Ltd, SKG Constn. Chemical Pvt. Ltd
71.	Water Proofing Compound	Fosrock, CICO, Pidillite, Hindcon, STP, Dr fixit, Choksey,

		fairmate, Ardex, Endura or equivalent
72.	Block boards & Plywood	Merino, Green Ply, Century, Green lam, Sylvan Ply, Archid Ply, National, Jayna or equivalent
73.	Fire door (wooden,metal,glazed)	Troch, Saint Gobain, Tufwud, Ozone, Shaktimet or equivalent
74.	WPC solid board	Alstone, Century ply, Sristi, Kitply, Floresta, Jindal or equivalent