



**REGIONAL OFFICE
EMPLOYEES' STATE INSURANCE CORPORATION
(Ministry of Labour & Employment, Government of India)
Regional Office, Panchdeep Bhawan, Namkum
Ranchi-834010
Web Site: www.esic.gov.in**

NIT No: - 603-W/11/14/1/Const./SR-21 (Vol.VI) (Comp. No.641820)

**E- TENDER
FOR**

Special Repair work of Boundary wall repairing with fencing, painting work, modification of new proposed X-ray block, Drain cover and kerb stone work at ESIC Hospital Adityapur (Jamshedpur), Jharkhand.

BID DOCUMENT

NIT AMOUNT: Rs. 50, 04, 369/-

**-Sd-
Regional Director
Employees' State Insurance Corporation
Regional Office, Jharkhand
E-mail: rd-jharkhand@esic.gov.in**

Date: 05.05.2026

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कर्मचारी राज्य बीमा निगम
, श्रम एवं रोजगार मंत्रालय) भारत सरकार(
EMPLOYEES' STATE INSURANCE CORPORATION
(Ministry of Labour & Employment, Govt. of India)



क्षेत्रीय कार्यालय झारखण्ड

पंचदीप भवन 834010-राँची, नामकुम,

PANCHDEEP BHAWAN, NAMKUM, RANCHI-834010

Phone : 0651-2960319, Email : rd-jharkhand@esic.gov.in,
generalbranch-jh@esic.gov.in; Website : www.esic.gov.in

Instructions for Online Bid Submission
E-Request for Proposal

Notice Inviting Tender for "Special Repair work of Boundary wall repairing with fencing, painting work, modification of new proposed X-ray block, Drain cover and kerb stone work at ESIC Hospital Adityapur (Jamshedpur), Jharkhand"

1. INTRODUCTION

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

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

INDICATIVE CRITICAL DATE SHEET

Date of Publishing	05.05.2026, 5.00 P.M
Bid Document Download Start	05.05.2026, 5.00 P.M
Bid Submission Start	05.05.2026, 5.00 P.M
Date of Pre Bid Conference	08.05.2026, 11.00 P.M
Bid Submission Ends	25.05.2026, 5.00 P.M
Technical Bid Opening Date	26.05.2026, 5.00 P.M
Financial Bid Opening Date	Will be intimated later through Mail/phone for the technically qualified bidders

- 2.1 The amount of Earnest Money Deposit (EMD) of Rs. 2, 50, 218/- which shall be in the form of 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 **Regional Director, ESIC Regional Office, Namkum, Ranchi "ESI Fund A/C No. 1"** payable at Ranchi.
- 2.2 ESIC will refund the EMD to all the unsuccessful applicants. No interest shall be payable on the EMD amount.
- 2.3 ESIC reserves the right to forfeit the Earnest Money Deposit if the applicant fails or refuses to accept the offer from ESIC. ESIC may also decide to debar the said applicant from future assignment.

Instructions for Online Bid Submission

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the

Respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as Applicable and enter details of the instrument / scan copy.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as

a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

Pre Bid Meeting: A pre bid meeting will be held as per the above mention schedule at Regional Office, ESI Corporation, Namkum, Ranchi to clarify issues connected with the tender. Interested bidders are invited to attend.

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



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, श्रम एवं रोजगार मंत्रालय) भारत सरकार(
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PANCHDEEP BHAWAN, NAMKUM, RANCHI-834010

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generalbranch-jh@esic.gov.in; Website : www.esic.gov.in

PRESS NOTICE

The Regional Director, ESI Corporation, Regional Office, Jharkhand invites online Percentage Rate bids in two bid systems 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:

Name of the Work: Special Repair work of Boundary wall repairing with fencing, painting work, modification of new proposed X-ray block, Drain cover and kerb stone work at ESIC Hospital Adityapur (Jamshedpur), Jharkhand.

Estimated Cost Put to Tender: Rs. 50, 04, 369/- (Rupees Fifty Lakh Four Thousand Three Hundred Sixty-Nine Only)

Period of completion: 6 Months from the date of issuing of Award letter.

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

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



कर्मचारी राज्य बीमा निगम
, श्रम एवं रोजगार मंत्रालय) भारत सरकार(
EMPLOYEES' STATE INSURANCE CORPORATION
(Ministry of Labour & Employment, Govt. of India)



क्षेत्रीय कार्यालय झारखण्ड

पंचदीप भवन 834010-राँची, नामकुम,
PANCHDEEP BHAWAN, NAMKUM, RANCHI-834010
Phone : 0651-2960319, Email : rd-jharkhand@esic.gov.in,
generalbranch-jh@esic.gov.in; Website : www.esic.gov.in

Notice Inviting e-Tender

The Regional Director, ESI Corporation, Regional Office, Jharkhand invites online Percentage Rate bids in two bid systems 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:

S. No.	Description	Details
1	NIT No.	
2	Name of Work & Location	Special Repair work of Boundary wall repairing with fencing, painting work, modification of new proposed X-ray block, Drain cover and kerb stone work at ESIC Hospital Adityapur (Jamshedpur), Jharkhand.
3	Estimated Cost Put to Bid (Incl Cost Index Wherever Applicable)	Rs. 50, 04, 369/- (Rupees Fifty Lakh Four Thousand Three Hundred Sixty Nine Only)
4	Earnest Money Deposit (EMD)	The amount of Earnest Money Deposit (EMD) is Rs. 2, 50, 218/- . This shall be in the form of 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 Regional Director, ESIC Regional Office, Namkum, Ranchi "ESI Fund A/C No. 1" payable at Ranchi .
5	Period of Completion	6 Months from the date of issuing of Award letter.
6	Availability of E-Tender/Bid document	https://eprocure.gov.in/eprocure/app
7	Date and Time of opening of Financial Bids	Will be intimated later through mail/phone for the technically qualified bidders

8(a)	Submission of hard copies of Original EMD	The bidder has to submit EMD in original copy at Regional Office, ESI Corporation, Panchdeep Bhawan, Namkum, Ranchi (Jharkhand) before opening of Technical bid.
8(b)	Experience, Certificates, Registration certificate of concerned organization, Affidavit, Undertaking and other Documents to Regional Office by the Lowest Tenderer .	To be submitted during office hours within a week from the date of opening of Financial Bid. In case the last day happens to be closed holiday, these documents shall be submitted on the next working day.

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

Information and instructions to Bidders

The percentage rate offers from intending and eligible bidders are invited under in the prescribed forms and format through online mode only for **Special Repair work of Boundary wall repairing with fencing, painting work, modification of new proposed X-ray block, Drain cover and kerb stone work at ESIC Hospital Adityapur (Jamshedpur), Jharkhand** as described under scope of services in the bid document.

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

SL. NO.	COMPONENT OF WORK	ESTIMATED COST (Rs.)	ELIGIBILITY
i.	Civil Works	Rs. 50,04,369/-	Registered contractors of C.P.W.D.s / State P.W.D.s./ M.E.S./ Railways / BSNL Civil wing or the departments of central/state government dealing with Buildings and Roads with appropriate class and category in either Civil or Composite.

Eligibility Criteria

The bidder should have registration with **CPWD/State PWD /MES/Railways/BSNL/CPSUs/State PSUs** or the Engineering departments of state government dealing with Buildings and Roads with appropriate class and category in either Civil or Composite. The enlistment of the contractors should be valid up to the last date of submission of bids.

The Bidder should have satisfactorily completed similar works during the **last Seven years ending previous day of last date of submission of tenders** as below. For this purpose, cost of work shall mean gross value of the completed work including cost of material supplied to the Government but excluding those supplied free of cost. This should be certified by a Govt. officer not below the rank of Executive Engineer/Project Manager or equivalent. :

a. Three similar completed works each costing not less than **Rs. 20,01,748/-**

OR

b. Two similar completed works each costing not less than **Rs. 30,02,621/-**

OR

c. One similar completed work of aggregate cost not less than **Rs. 40,03,495/-**

Similar work shall mean works of:

Similar nature of works means that the bidder should have completed the **Special Repair work/ Construction of Building either Civil work or Composite in CPWD/State PWD /MES/Railways/BSNL/CPSUs/State PSUs** or the Engineering departments of state government.

1. The bidder should have Average Annual Financial Turnover of **Rs. 25, 02,185/-** during the last three consecutive years i.e. F.Y. 2022-23, 2023-24 & 2024-25. Balance sheets should be duly audited by Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
2. The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last three consecutive balance sheets, duly certified and audited by the Chartered Accountant.
3. The bidder should have a solvency of **Rs. 20, 01, 748/-** to put to tender certified by his Bankers.
4. The past experience in similar nature of work should be supported by certificates Issued by the client's organization.
5. The tenderer must be registered with following statutory authorities and must also furnish Self- attested copies ESI, EPF, GST.
6. 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. 2, 50, 218/- (Rupees Two Lakh Fifty Thousand Two hundred Eighteen only)** should be paid in the form of 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 **Regional Director, ESIC Regional Office, Namkum, Ranchi " ESI Fund A/C No. 1"** payable at **Ranchi**. EMD of unsuccessful bidder will be returned / refunded within one month after the award of the work to the successful bidder.
2. The bidder need to submit 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. Incomplete bid is liable to be rejected.
3. Delayed / late submission of bids by any other mode other than online mode bids will not be accepted and summarily rejected.
4. Conditional bid will not to be accepted and liable to the summarily rejected.
5. The intending bidders must read the terms and conditions of the bid document and satisfy himself fully with regard to their eligibility vis - a - vis eligibility 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 Technical Bid.
7. ESI Corporation reserves the right to accept or reject any bid or annul the whole bidding process without assigning any reason whatsoever.
8. The bid submitted shall become invalid if:
 1. The bidder is found ineligible vis -a -vis eligibility criteria mentioned.
 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 below.
 4. Any discrepancy is noticed between the documents as uploaded at the time of submission of bid (as uploaded online) and hard copies (submitted by the lowest bidder physically in Regional Office, ESIC, Ranchi).
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. The Financial bid will summarily rejected in-case of mismatch in figure and words.
10. Technical bid documents submitted by the eligible and intending bidders shall be opened only for those bidders whose EMD and other required documents / certificates etc. are found in order.
11. Financial bids submitted by the eligible and intending bidders shall be opened only for those bidders who are found qualified based on technical bids. The financial bid shall be opened at

the notified time, date and place in the presence of qualified bidders or their representatives, if they wish to be present.

12. ESIC reserves the right to verify the particulars furnished by the bidder independently and if any information furnished by the bidder is found incorrect at a later stage, the Agency shall be liable to be debarred from tendering / taking up works in ESIC.

13. **The list of documents to be scanned and uploaded within the period of bid submission :**

- i. Copy of EMD.
- ii. Letter of Transmittal.
- iii. Certificate of Work Experience as per Form – A.
- iv. Copies of Completion certificate of Similar nature of Works which were mentioned in the Form-A.
- v. Certificate of Average Financial Turnover of **n o t l e s s t h a n** Rs. 25, 02, 185/- (from Chartered Accountant as per Form –B)
- vi. Details of organizational structure of the bidder as per Form –D in case of firm(s)
- vii. Certificate of Registration for Goods and Service Tax (GST).
- viii. PAN Card
- ix. Valid ESIC Registration Certificate
- x. Valid EPF Registration Certificate
- xi. Copy of solvency of amounting to Rs. 20, 01, 748/- certified by his banker Form-C.
- xii. Valid Registration certificate(Civil license) of the firm/individual from CPWD/State PWD /MES/Railways/BSNL/CPSUs/State PSUs or the Engineering departments of state government dealing with buildings and roads with appropriate class and category in Civil/ Composite.
- xiii. If no contractor is submitted ESIC registration certificate / EPFO registration certificate, an affidavit in this matter to be enclosed / uploaded that firm has never been employed 10 (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.
- xiv. Tender Acceptance letter **(Form-E)**
- xv. Undertaking (Annexure-A)
- xvi. P&L Account and Balance sheets duly audited by Chartered Accountant for the Financial Year 2022-23, 2023-24, 2024-25 shall be submitted

14. **Financial Bid:**

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

15. **Pre-Bid Meeting:** A Pre bid meeting shall be held as per schedule at 11.00 AM at Property Management Division, Regional Office, ESI Corporation, Namkum, Ranchi, Jharkhand further clarifications if any related to the tender. Interested bidders are invited to attend.

16. The interested bidders should submit the bids in On-line mode only.

The bidders should submit all the required documents in online only at <https://eprocure.gov.in/eprocure/app>

Earnest Money Rs. 2,50,218/- in prescribed form is drawn in the favour of **Regional Director, ESIC Regional Office, Namkum, Ranchi “ ESI Fund A/C No. 1”** shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The original EMD should be submitted / deposited in the Regional office, Ranchi within the period stipulated in the tender.

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

Regional Director
Regional Office,
ESI Corporation,
Panchdeep Bhawan, Namkum, Ranchi-834010(Jharkhand).

17. The site for the work can be seen on any working days during office hours by contacting PMD Branch, ESIC Hospital Adityapur (Jamshedpur), Jharkhand .The tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting the tenders, the form and nature of site, the means of access to the site. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
18. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

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

20. Rights of Acceptance/ Rejection:

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

21. PERFORMANCE GUARANTEE:

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

- (i) The guarantee shall be in the form of a demand draft/ banker's cheque or of Fixed Deposit Receipts in the favour of ESIC Fund A/c No. 1 payable at Ranchi or Irrevocable bank Guarantee Bonds (including e-Bank guarantee) of any scheduled bank. **In case** a fixed deposit receipt of any bank is furnished by the contractor to ESIC as a part of performance guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to ESIC to make good the deficit.
- (ii) The performance Guarantee shall be initially valid for a period up to Six months beyond the Stipulated Contract Period. In case the Contract Period of work gets extended, the contractor shall get the validity of performance Guarantee extended, at his own cost; to cover such extended time for Contract Period.
- (iii) EMD shall be returned after receiving of Performance Guarantee and Contract Agreement, to successful bidder.

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

23. **SECURITY DEPOSIT:** The contractor shall permit ESIC at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of gross amount of each running bill and final bill till (if applicable) the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by ESIC by way of Security Deposit. Security Deposit would be released after completion of defect liability period (1 year AFTER HANDOVER) without any interest.
24. On acceptance of the tender, the name of the accredited representative (s) of the contractor, who would be responsible for taking instructions from the Engineer, shall be communicated in writing to the ESIC.
25. ESI, EPF, GST, inclusive of all Cess or any other tax, labour Cess, all duties in respect of the contract, must be payable by the contractor, The ESIC, will not entertain any claim what so ever in respect of the same.
26. Rates quoted shall be deemed to have inclusive of cost of manpower, material, machinery, tools and plants, etc. & all taxes including GST, duties and levies, Cess, insurance etc. complete. No escalation of whatsoever nature, shall be payable.
27. The tenderers shall produce their valid enlistment with the appropriate authority for all types of taxes, GST, Cess, duty, contribution etc.
28. Rates quoted by the agency shall inclusive of labour Cess.
29. The contractor shall abide and comply with all the relevant laws and statutory requirements covered under various labour laws such as Minimum wages Act, Payment of wages act, Bonus act, contract labour(Regulation & Abolition)act 1970, EPF act, ESI act and various other act as applicable from time to time with regard to personnel engaged for execution of contract.

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

Award of work : The selection of the agency will ordinarily be done by Competent Authority on the recommendations of the Tender Committee, which however will be at the sole discretion of the ESIC which reserves its right to accept or reject any or all the proposals without assigning any reason. The contract for the subject work shall be awarded to the qualified responsive tenderer who has quoted the lowest price for execution of the work and so recommended by the Tender Committee. However the unreasonable rate i.e. any rate far below estimated rate / estimated value, will be treated as unreasonable & unresponsive considering quality of work and such quote will not be accepted. Further unreasonably high rate(s), if so considered on rate analysis, etc., will also not be accepted even if the lowest among all the quoted rate(s). Upon evaluation of offers, the notification on award of contract will be intimated to the successful tenderer and work order will be issued. No tenderer/bidder shall be permitted to alter or modify the financial bid after the closing date & time of tender. In case the tenderer/bidder tries to alter or modify the financial bid after closing date, or put any condition for acceptance of work award letter during tender

finalizing process, it/his tender will be cancelled and EMD will be forfeited. The date of start of the work shall be within 10days from the date of issue of award letter.

**Regional Director
ESI Corporation
Regional Office, Jharkhand.**

SCOPE OF WORK

Details of Premises/buildings:

Serial No.	Name and Address of Building	Nature of Facility
1	ESIC Hospital, Adityapur (Jamshedpur), Jharkhand.	Building & Boundary Wall.

Scope of Work:

As specified in Schedule (enclosed).

**Regional Director
ESI Corporation
Regional Office, Jharkhand.**

GENERAL CONDITIONS OF CONTRACT

1 Definition

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

- (i) **“Employer”** means the Regional Director, ESI Corporation, Regional Office, , Jharkhand /Employees’ State Insurance Corporation and the legal successors in title to Employees' State Insurance Corporation.
- (ii) **“Engineer-In-Charge”** means the person appointed by the Regional Director, ESI Corporation, Regional Office, Jharkhand / Employees’ State Insurance Corporation to act as an Engineer for the purpose of the Contract.
- (iii) **“Contractor”** means an individual or firms (proprietary or partnership) whether incorporated or not, that has entered into contract (with the employer) and shall include his/its heirs, legal representatives, successors and assignees. Changes in the constitution of the firm, if any, shall be immediately brought to the notice of the employer, in writing and approval shall be obtained to continue performance of the contract.
- (iv) **“Contract”** means the conditions, the Specifications, the Bill of Quantities, the Tender, the Letter of acceptance, the Contract Agreement (if completed) and such other documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement.
- (v) **“Specification”** means the specification of the works included in the contract and any modification thereof. The items of works shall be executed in strict accordance of CPWD specifications.
- (vi) **“Drawings”** means all the completion drawings, calculations and technical information of a like nature provided by the Engineer-in Charge to the Contractor under this contract and all drawings, calculations, samples, patterns, models, Repair/Repairs and Maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Engineer.
- (vii) **“Bill of Quantities”** means the priced and completed bill of quantities forming part of the Tender.
- (viii) **“Tender”** means the Contractor’s priced offer to the Employer for the execution and satisfactory completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract, Specification as accepted by the Letter of Acceptance. The word Tender is synonymous with “Bid” and the words “Tender Documents” with “Bidding Documents”.
- (ix) **“Letter of Acceptance”** means the formal acceptance of the tender by Employees' State Insurance Corporation in writing.
- (x) **“Contract Agreement”** means the contract agreement (if any) referred to contract agreement.
- (xi) **“Appendix to Tender”** means the appendix comprised in the form of Tender annexed to these Conditions.
- (xii) **“Commencement Date”** means the date on which the Contractor received the notice to start the works.
- (xiii) **“Time for Completion”** means the time period for which the contract has been allowed to be completed by the employer to the contractor.

- (xiv) **“Taking over Certificate”** means a certificate issued by employer evidencing successful and satisfactory completion of the awarded work as per contract agreement.
 - (xv) **“Contract Price”** means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the removing of any defects therein in accordance with the provisions of the Contract.
 - (xvi) **“Extra Item Price”** Any items of works required to be executed in the interest of ESIC but this item not available in the contract agreement shall have to be executed by the contractor as an extra item without any objection. The proposed extra item if available in DSR , the rates will be calculated on the basis of DSR rates plus applicable Cost Index. Otherwise rates of this item will be analyzed on the basis of prevailing market rates plus/minus quoted percentage and the same has to be accepted by contractor without any objection.
 - (xvii) **“Retention Money”** means the aggregate of amount retained by the Employer as Security Deposit.
 - (xviii) **“Works”** means the Permanent Works and the Temporary Works or either of them to be executed in accordance with the contract and contract specifications.
 - (xix) **“Site”** means the places provided by the Employer to the Contractor for works
 - (xx) **“Cost”** means all expenditure properly incurred or to be incurred, whether on or off the Site, including overhead and other charges but does not include any allowance for profit.
- i. **Engineer’s Duties and Authority**
 - a) The Engineer shall carry out the duties specified in the Contract.
 - ii. **Custody and Supply of Drawings and Documents**
The Drawings shall remain in the sole custody of the Employer/Engineer-in-charge, but copies as required thereof shall be provided to the Contractor for free solely for the purpose of this contract.
 - iii. **Sufficiency of Tender**
The Contractor shall be deemed to have based his Tender on the data made available by the Employer and on his own inspection and examination of this site conditions. The acceptance of tender would imply that the contractors has visited the site and made themselves conversant with the type of works incorporated in this tender.
 - iv. **Contractor's Employees**
The Contractor shall provide qualified and experienced technical staff on site of work in connection with the Works and for remedy of any defects therein.
 - v. **Engineer-in Charge Liberty to Object**
The Engineer-in Charge shall be at liberty to object, to remove forthwith from the Works, any person provided by the Contractor who, in the opinion of the Engineer-in Charge, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Engineer-in charge to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Engineer-in Charge. Any person so removed from the Works shall be replaced immediately.
 - vi. **Safety, Security and Protection of the Environment**
The Contractor shall, throughout the execution and till completion of the Works and the remedying of any defects therein:

a. Have full regard for the safety of all persons entitled to be upon the site and keep the site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons, and

b. Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in Charge or by any duly constituted authority for the protection of the Works or for the safety and convenience of the public or others, and

c. Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others, resulting from pollution, noise or other causes arising as a consequence of his methods of doing work activities under the contract.

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

vii.

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

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

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

(iii) It shall be the responsibility of contractor to notify the Insurance Company of any change in the nature and extent of the works and to ensure the adequacy of the Insurance cover at all times during the period of contract.

(B) Damage to Persons and Property

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

(a) Death of or injury to any person, or

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

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

viii. **Accident or injury to Workmen**

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

10.1 Evidence and Terms of Insurance

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

10.2 Compliance with Statutes and Regulations:

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

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

11. Default contractor in Compliance

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

12. Time for Completion

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

13. Extension of Time for Completion

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

14. Termination of Contract:

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

15. Defect Identification and its rectifications

Agency/contractor shall immediately attend the defects after getting intimation at site. Defect Liability period shall be one year from the date of completion of work under Bill of Quantities for measurable works. The contractor shall rectify at his own expenses, any defect in the work carried out by him during this period. On failure of the contractor to do so, the same shall be completed by the Employer at the risk and cost of the contractor.

16. Liquidated Damages for Delay

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

17. Contractor's Failure to Carry out Instructions

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

18. Instruction for Variations

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

19. Method of Measurement

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

20. CERTIFICATES AND PAYMENTS

The contractor shall submit the bill in three copies after completion of work / running bill after completion of 30% of work in the tabulated form approved by the Engineer-in charge. The bill must be supported with the following documents.

- a) Measurement of all the works executed.
- b) Abstract of the bill.
- c) Test Reports if required.
- d) Users Certificate in final bill.

21.1. Deduction of Income tax and TDS on GST,

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

21.2. Labour welfare Cess & water charge @ 1.0 (One) percentage on the work done shall be deducted from the each bill as required.

22. Performance Guarantee:

Within 07 days of issue of letter of intent of work/ acceptance of tender, the Contractor shall submit a Performance Guarantee for proper performance of the Contract in the form as specified in the contract. The Performance guarantee shall be initially valid for the duration of the contract period plus **06(Six)** Months.

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

Note: Additional Performance Guarantee as per CPWD OM no. DG/Manual-2024/20 Dated: 27.02.2026

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

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 (APG) shall be equivalent to the difference between the 80% amount of ECPT and quoted amount. (e.g. If ECPT is A and quoted amount is 0.7A then the amount of APG shall be 0.8A – 0.7A).

23. Correction of Certificates:

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

24. Final Certificates:

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

(a) The amount which, in the opinion of the Engineer-in-charge, is finally due to the Contractor, and

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

25. Default of Contractor:

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

26. Amicable Settlement of Dispute:

The party shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

27. Any of the Clauses/Conditions which have not been covered in this contract, General clauses/conditions of contract, CPWD Works Manual 2024 and Standard Operating Procedure for CPWD works Manual -2024 including amendments if any will be referred and will apply.

28. Arbitration:

Any dispute and differences relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof in respect of which amicable settlement has not been reached shall be referred to the Sole Arbitrator appointed by the Chief Engineer, Employees' State Insurance Corporation, who shall proceed as per the Arbitration Act, 1996.

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

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

29. Payment on Termination:

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

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

**Regional Director
ESI Corporation
Regional Office, Jharkhand**

Sign of Contractor :

Date :

Place:

Particular Conditions of Contract

1. CPWD specifications shall be followed. Where not available, BIS/Engineering practice as directed by the Engineer-in charge shall be followed. The materials shall be got approved prior to its use for work from the Engineer-in charge of the ESIC.

2. As the work will have to be carried out in building and area in use the contractor shall ensure
 - a. All design/drawing work/s involved in this tender is/are in the scope of Contractor, which is/are to be submitted by them to ESIC .
 - b. That the normal functioning of premises/office of Employees' State Insurance Corporation activity is not effected as far as possible.
 - c. That the work is carried out in an orderly manner without noise and obstruction to flow of traffic.
 - d. That all rubbish etc. is disposed of at the earliest and the place is left clean and orderly At the end of each day's work.
 - e. The work should be carried out by the qualified worker for their part of work. The contractor shall be responsible for their conduct. The staff should behave in a courteous manner. The contractor shall be held responsible for any loss or damage to Employees' State Insurance Corporation property.
 - f. The contractor shall ensure safety of his workers and others at site of work and shall be responsible for any consequence arising out of execution of the Special Repair work.
 - g. When instructed to do so, the contractor shall ensure proper record keeping and storing of irreparable/dismantled material.
 - h. The contractor has to make his own arrangement for use of the same including extending temporarily lines etc. The responsibility for following relevant rules, regulations and loss in the regard shall be entirely that of the contractor.
 - i. The contractor shall take proper care during dismantling operations to ensure that there is no danger/damage to any adjoining/existing structures and in case of any damage the contractor shall re-do the work/do the necessary repairs as per direction of the Engineer for which no claim would be entertained by the department.
 - j. For any Extra items/substituted items/deviations in quantities of BOQ items, Contractor has to intimate to Engineer in charge and obtained prior approval before work execution.

- k. The work shall be carried out in manner complying in all respects with the requirement of relevant bye laws of the local Municipal Corporation of the local body whatsoever.
- l. The contractor shall put necessary boards on display forbidding the residents/public from approaching the building/work site under repair to avoid any accident.
- m. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution-boards. They shall be responsible for all damages and accidents caused due to negligence on their part.
- n. All incidental charges of any kind including cartage, storage cutting and wastage and safe custody of materials etc. (not covered under any other condition) shall be borne exclusively by the contractor and nothing extra shall be payable to them on this account.
- o. All warning boards and displays, such as REPAIR WORK IN PROGRESS, etc. along with sufficient supervisory staff on ground shall be provided by the contractor, wherever required. Nothing extra shall be payable on this account.
- p. Water and electricity shall be arranged by the contractor at his own cost. Nothing extra shall be payable on this account. If used from ESIC then 1% against water charge and 1.5% against electricity charge shall be deducted from the contractor bill.
- q. The site of work shall be always kept neat and clean due to constraints of working space in and around buildings. To avoid nuisance to the occupants, all building rubbish and unserviceable materials shall be periodically removed from the premises to the approved municipal grounds and all necessary permissions in this regard have to be obtained by the contractor from the Municipal Authorities. Nothing extra shall be payable on this account.
- r. Since the work is to be carried out in the occupied buildings, proper sequencing as regards dismantling of flooring, cement plaster, painting, door/windows, sanitary pipes, GI pipes, electrical fittings & fixtures etc. shall be done so as to cause minimum inconvenience to the occupants besides taking care of the constraint of keeping the system functional during repairs by making temporary arrangements, as required. Nothing extra shall be payable on this account.
- s. Lifting of materials such as cement, sand, wooden, planks etc. through the building lift is prohibited. No mixing or offloading etc. of mortar / cement concrete etc. over the open terrace / flooring shall be permitted. Arrangements as deemed it shall be made by the contractor for mixing/ lifting/offloading all materials etc. at no extra cost.
- t. Adequate care should be taken by the contractor while dismantling, chiseling, demolishing work, drilling, cutting concrete/RCC/steel etc. that impact/vibration are minimum for consideration of structural safety and also for inconvenience caused to the users of the building. No major dismantling, demolition work will be initiated/carried out by the contractor without prior approval to Engineer-in-Charge. The Rates shall cover cost of all inputs of material, labour, T&P etc. involved in operation in the works.

- u. Seal the crack or the honey combed surface between the nipples by means of epoxy mortar or polymer modified mortar. For vertical/horizontal cracks/honey combed , each grout hole shall be grouted individually. The sequence of injection shall be as per the direction of Engineer-in -Charge
- v. Protective fabric screening shall be provided by the contractor with PVC sheet, Hessian cloth etc. for covering of structure. Nothing extra shall be payable on this account.

**Regional Director
ESI Corporation
Regional Office, Jharkhand**

**SPECIAL CONDITIONS AND PARTICULAR SPECIFICATIONS FOR CIVIL
WORK**

SPECIAL CONDITIONS

1. The work shall be carried out as per CPWD Specifications 2019 Vol. I & II with up to date correction slips, particular specifications, structural drawings and as per instruction of Engineer-in-charge.
2. Unless otherwise specified in the schedule of quantities, particular specifications or CPWD specifications (subject to the order or preference) the rates tendered by the tenderer shall be all inclusive and nothing extra over and above the schedule of quantity shall be payable on this account.
3. Wherever any reference to any Indian Standards occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued thereto or revisions thereof, if any, up to the date of receipt of tenders.
4. The Contractors are advised to inspect and examine the site and its surroundings and satisfy themselves with the nature of site, the means of access to the site, the constraints of space for stacking material / machinery, labour etc., constraints put by local regulations, if any, weather conditions at site, general ground / subsoil conditions etc. or any other circumstances which may affect or influence submission of their bids. The site is available for work. The contractor shall carry out survey of the work area at his own cost.
5. The nomenclature of the item given in the schedule of quantities gives in general the work content but is not exhaustive i.e. does not mention all the incidental works required to be carried out for complete execution of the item of work. The work shall be carried out, all in accordance with true intent and meaning of the specifications and the drawings taken together, regardless of whether the same may or may not be particularly shown on the drawings and/or described in the specifications, provided that the same can be reasonably inferred there from may be several incidental works, which are not mentioned in the nomenclature of each item but will be necessary to complete the item in all respect. All these incidental works / costs which are not mentioned in item nomenclature but are necessary to complete the item shall be deemed to have been included in the rates quoted by the contractor for various items in the schedule of quantities. No adjustment of rates shall be made for any variation in quantum of incidental works due to variation / change in actual working drawings. Also, no adjustment of rates shall be made due to any change in incidental works or any other deviation in such element of work (which is incidental to the items of work and are necessary to complete such items in all respects) on account of the directions of Engineer-in-Charge. Nothing extra shall be payable on this account.
6. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night. In case of any accident to labours/ contractual staff the entire responsibility will rest on the part of the contractor and any compensation under such circumstances, if becomes payable, shall be entirely borne by the contractor.
7. The work shall generally be carried out in accordance with the "CPWD Specifications 2019 Vol. I & II with up to date Correction clips, additional/ Particular Specifications and as per instructions of Engineer-in charge. Any additional item of the work, if taken up subsequently, shall also confirm to the relevant CPWD Specifications as mentioned above.
 1. In case of any difference or discrepancy between the description of items as given in the schedule of quantities, particular specifications for individual items of work (including special conditions) and I.S. Codes etc., the following order of preference shall be observed.
 - i. Description of items as given in Schedule of quantities
 - ii. Particular specifications
 - iii. Special conditions

- iv. CPWD Specifications including correction slips issued up to the last date of uploading/ submission of tender.
 - v. General Conditions of Contract for CPWD work including correction slips issued up to the last date of uploading/ submission of tender.
 - vi. Indian Standards Specifications of B.I.S.
 - vii. ASTM, BS, or other foreign origin codes mentioned in tender document.
 - viii. Manufacturer's specifications and as decided by the Engineer-in-Charge.
 - ix. Sound Engineering practices or well established local construction practices.
2. The works to be governed by this contract shall cover delivery and transportation up to destination, safe custody at site, insurance, erection and commissioning of the E&M services of the entire work.
 3. The delay caused on account of non-timely action by the contractor in resolution of the differences whatsoever shall not be considered as valid ground for extension of time unless otherwise accepted by Engineer- in-charge.
 4. Unless otherwise provided in the Schedule of quantities, the percentage tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account. Payment for centering, shuttering, however, if required to be done for floor heights greater than 3.5m shall be admissible at rates arrived in accordance with CPWD.
 5. The contractor shall take instructions from the Regional Director or his representative regarding collection and stacking of materials at suitable place. The stacking shall take place as per stacking plan. However, if any change is required, the same shall be done with the approval of Engineer-in-Charge.
 6. The Contractor shall bear all incidental charges for Cartage, storage and safe custody of materials, if any, issued by department as well as to those materials also arranged by the contractor.
 7. Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been built in the execution of work and nothing extra shall be payable or extra cement considered in consumption on this account.
 8. The contractor shall make his own arrangements for water and for obtaining electric connections if required and make necessary payments directly to the State Govt. departments concerned. Contractor shall get the water tested from laboratory approved by the Regional Director or his representative at regular interval as per the CPWD Specifications 2009. All expenses towards collection of samples, packing, transportation etc. shall be borne by the contractor.

Work shall normally be done in a general shift. However if the work is required to be executed in more than general shift for meeting the time lines, the Contractor with prior approval of the Engineer- in-charge, shall have to make necessary arrangements for the same and all costs towards the same shall be deemed to have been included in the quoted percentage rates.
 9. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the nearby occupants/users of building(s), if any.
 10. The contractor is required to make his own arrangements to provide huts for labours as is acceptable to local bodies /client and nothing extra shall be paid on this account. He shall make his own arrangements for stores, field office etc. Before bidding, he shall visit the site and assess the manner in which he is able to arrange the above facilities. The Regional Director or his representative shall in no way be responsible for any delay on this account and no claim, whatsoever, on this account shall be entertained.
 11. No payment shall be made for any damage caused by rain, snowfall, flood or any other

natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the govt. property and the work for which payment has been advanced to him under the contract and he shall make good the same at his risk and cost. The contractor shall be fully responsible for safety and security of his material, T&P/Machinery brought to the site by him.

12. All materials obtained from contractor shall be got checked by the representative of Regional Director or his representative on receipt of the same at site before use.
13. The contractor shall be responsible for the watch and ward/guard of the buildings, safety of all fittings and fixtures including all equipments, services provided by him against pilferage and breakage during the period of Installations and thereafter till the building is physically handed over to **ESIC**. No extra payment shall be made on this account and no claim shall be admissible on this account.
14. The contractor shall make all necessary arrangements for protecting works already executed from rains, fog or likewise extreme weather conditions and for carrying out further work, during monsoon including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account and also no claims for hindrance shall be entertained on this account.
15.
 - a. The approval by the Engineer-in-charge, of the setting out by the contractor, shall not relieve the Contractor of any of his responsibilities and obligation to rectify the errors/defects, if any, which may be found at any stage during the progress of the work or after the completion of the work.
 - b. The contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignments, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the Contractor at his own cost to the entire satisfaction of the Engineer- in-charge.
 - c. The amount quoted by the Contractor are deemed to be inclusive of site clearance, setting out work (including marking of reference points, center lines of buildings), construction and maintenance of reference bench mark(s), taking spot levels, construction of all safety and protection devices, barriers, barricading, signage, labour safety, labour welfare and labour training measures, preparatory works, working during monsoon, working at all depths, height and location etc. and any other incidental works required to complete this work. Nothing extra shall be payable on this account.
16. **TOOLS AND PLANTS**

The contractor should deploy constructions equipment required for the proper and timely execution of the work. Nothing extra shall be paid on this account. No tools and plants including any special T&P etc. shall be supplied by the department and the contractor shall have to make his own arrangements at his own cost. No claim of hindrance (or any other claim) shall be entertained on this account.
17. **SCAFFOLDING**

Wherever required for the execution of work, all the scaffolding shall be provided and suitably fixed, by the contractor. It shall be provided strictly with steel double scaffolding system, suitably braced for stability, with all the accessories, gangways, etc. with adjustable suitable working platforms to access the areas with ease for working and inspection. Single scaffolding system is strictly prohibited and shall invite necessary action. It shall be designed to take all incidental loads. It should cater to the safety features for workmen. Nothing extra shall be payable on this account. It shall be ensured that no damage is

caused to any structure due to the scaffolding.

18. The contractor shall do proper sequencing of the various activities by suitably staggering the activities so as to achieve early completion. The contractor is to deploy adequate equipment, machinery and labour as required for the completion of the entire work within the stipulated period as specified. Also ancillary facilities shall be provided by contractor commensurate with requirement to complete the entire work within the stipulated period. Nothing extra shall be payable on this account. Adequate number/sets of equipment in working condition, along with adequate stand-by arrangements, shall be deployed during entire work/construction period. It shall be ensured by the contractor that all the equipment, Tools & Plants, machineries etc. provided by him are maintained in proper working condition at all times during the progress of the work and till the completion of the work. Further, all the constructional tools, plants, equipment and machineries provided by the contractor, on site of work or his workshop for this work, shall be exclusively intended for use in the construction of this work and they shall not be shifted/ removed from site without the permission of the Engineer-in-charge.

19. **ROYALTY**

Royalty/Seigniorage Fee at the prevalent rates on all materials such as boulders, metals, all sizes stone aggregates, brick aggregates, coarse and fine sand, muram, river sand/ Manufactured sand, gravels and bajri etc. collected by him for the execution of the work shall be paid by the contractor to concerned departments and the paid challans/receipts to be submitted along with RA Bills. The percentage rates quoted by the contractor shall be inclusive of such Royalty and taxes etc. And nothing extra shall be payable on this account.

20. **PRESERVATION AND CONSERVATION MEASURES**

a. Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services, if any, encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. In case the same are to be removed and diverted, expenditure incurred in doing so shall be payable to the contractor. The contractor shall work out the cost, get the same approved by Regional Director or his representative before taking up actual execution. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

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

21. **RESPONSIBILITY OF CONTRACTOR**

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

b. The fee payable to statutory authorities for obtaining the various permanent service connections and Building Use Certificate for the building shall be borne by **ESIC**.

- c. The Contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and indemnify the **ESIC** from any and all damages and claims that may arise on any account. The Contractor shall indemnify the Department **ESIC** against all claims in respect of patent rights, royalties, design, trademarks- of name or other protected rights, damages to adjacent buildings, roads or members of public, in course of execution of work or any other reasons whatsoever, and shall himself defend all actions arising from such claims and shall indemnify the Department in all respect from such actions, costs and expenses. Nothing extra shall be payable on this account.

22. CO-OPERATION WITH OTHER CONTRACTORS / SPECIALIZED AGENCIES / SUB- CONTRACTORS

- i) The contractor shall cooperate with and provide the facilities to the sub-contractors and other agencies working at site for smooth execution of the work. The contractor shall indemnify the ESIC against any claim(s) arising out of any disputes. The contractor shall:
- (a) Allow use of scaffolding, toilets, sheds etc.
 - (b) Properly co-ordinate their work with the work of other contractors.
 - (c) Provide control lines and benchmarks to his sub-contractors and the other contractors.
 - (d) Provide electricity and water at mutually agreed rates.
 - (e) Provide hoist and crane facilities for lifting material at mutually agreed rates.
 - (f) Co-ordinate with other contractors for leaving inserts, making chases, alignment of services etc. at site.
 - (g) Adjust work schedule and site activities in consultation with the Engineer-in- charge and other Contractors to suit the overall scheduled completion. Resolve the disputes with other contractors/ sub-contractors amicably and the Regional Director or his representative shall not be made an intermediary or an arbitrator.
- (iii) The work should be planned in a systematic manner so as to ensure proper co-ordination of various disciplines viz. water supply, drainage, rain water harvesting, electrical, fire -fighting, information technology, communication & electronics and any other services.
- (iv) Other Associated agencies may also simultaneously execute and install the works of sub- station / generating sets, air-conditioning, lifts, etc. for the work and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, openings trenches etc. as may be required for such related works at the time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.
- (v) The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Regional Director or his representative and 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 contractor or he shall arrange his work with that of the others in an acceptable and in a proper coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.

23. SUPERVISION OF WORK

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

Contractor shall deploy more staff or better-experienced staff at site as mentioned in the bid document to complete the work with quality and within stipulated time limit.

24. SPECIALIZED AGENCIES

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

25. SAFETY MEASURES

- i) **SIGN BOARDS:** The Contractor shall provide and erect a display board of size and shape as required and paint over it, in a legible and workman like manner, the details about the salient features of the project, as required by the Engineer-in-Charge. The Contractor shall fabricate and put up a sign board in an approved location and to an approved design indicating name of the project, Client/Owner, Engineer-in-charges, Structural Consultants, Department etc. besides providing space for names of other Contractors, Sub-Contractors and specialized agencies within 15 days from issue of award letter. Nothing extra shall be payable on this account. In case of non-compliance/delay in compliance in this, a penalty @ Rs. 500/- per day will be imposed which will be recovered from the immediate next R/A Bill of the Contractor.
- ii) Necessary protective and safety equipments such as helmet, safety shoes, gloves etc shall be provided to the Site Engineer, Supervisory staff, labour and technical staff of the contractor by the Contractor at his own cost and to be used at site.
- iii) No inflammable materials including P.O.L shall be allowed to be stored in huge quantity at site. Only limited quantity of P.O.L may be allowed to be stored at site subject to the compliance of all rules / instructions issued by the relevant authorities and as per the direction of Engineer-in- Charge in this regard. Also all precautions and safety measures shall be taken by the Contractor for safe handling of the P.O.L products stored at site. All consequences on account of unsafe handling of P.O.L shall be borne by the Contractor.

26. QUALITY ASSURANCE

- i) The contractor shall ensure quality construction in a planned and time bound manner. Any sub- standard material / work beyond set out tolerance limit shall be summarily rejected by the Regional Director or his representative& contractor shall be bound to replace / remove such sub- standard / defective work immediately. If any material, even though approved by and Regional Director or his representatives found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost.
- ii) The Contractor shall submit, within **15 days** after the date of award of work, a detailed Bar chart and complete method statement for the execution, testing and Quality Assurance, of such items of works, as directed by the Engineer-in-Charge. All the materials to be used in the work, to make the finished work complete in all respects, shall

comply with the requirements of the specifications and shall pass all the tests required as per specifications as applicable or such specifications / standards as directed by the Engineer-in- Charge. However, keeping the Quality Assurance in mind, the Contractor shall submit, on request from the Engineer-in-Charge, his own Quality Assurance procedures for basic materials and such items, to be followed during the execution of the work, for approval of the Engineer-in-Charge.

- iii) All materials and fittings brought by the contractor to the site for use shall conform to the samples approved by the Engineer- in- charge or his representative which shall be preserved till the completion of the work. If a particular brand of material is specified in the item of work in Schedule of Quantity, the same shall be used after getting the same approved from Engineer-In-Charge. Wherever brand / quality of material is not specified in the item of work, the contractor shall submit the samples as per suggested list of brand names given in the tender document / particular specifications for approval of Engineer-In-Charge. For all other items, materials and fittings of ISI Marked shall be used with the approval of Engineer-In-Charge. Wherever ISI Marked material / fittings are not available, the contractor shall submit samples of materials / fittings manufactured by firms of repute conforming to relevant specifications or IS codes and use the same only after getting the approval of Engineer-In-Charge.
- iv) The Contractor shall procure and provide all the materials from the manufacturers / suppliers as per the tender documents, as per the item description and particular specifications for the work. The equivalent brand for any item shall be permitted to be used in the work, only when the specified make is not available. This is, however, subject to documentary evidence produced by the contractor for non-availability of the brand specified and also subject to independent verification by the Engineer-in-Charge. In exceptional cases, where such approval is required, the decision of Regional Director or his representatives regards equivalent make of the material shall be final and binding on the Contractor. No claim, whatsoever, of any kind shall be entertained from the Contractor on this account. Nothing extra shall be payable on this account. All materials whether obtained from Govt. stores or otherwise shall be got checked by the Regional Director or his representative or his authorized supervisory staff on receipt of the same at site before use.
- v) The Contractor shall at his own risk and cost make all arrangements and shall provide all such facilities including material and labour, the Regional Director or his representative may require for collecting, preparing, forwarding the required number of samples for testing as per the frequency of test stipulated in the contract specifications or as considered necessary by the Engineer-in-Charge, at such time and to such places, as directed by the Engineer-in-Charge. Nothing extra shall be payable for the above.
- vi) The Contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case he or his authorized representative is not present or does not associate him, the result of such tests and consequences thereon shall be binding on the Contractor
.The Contractor or his authorized representative shall remain in contact with the Regional Director or his representative or his authorized representative associated for all such operations. No claim of payment or claim of any other kind, whatsoever, shall be entertained from the Contractor.
- vii) The cost of test required for all the materials shall be borne by the Contractor.**
- viii) All the hidden items such as services/ supply lines, drainage pipes, conduits, etc. are to be properly tested as per the design conditions before covering and their measurements in computerized measurement book duly test checked shall be deposited with Engineer in charge or his authorized representative, prior to hiding these items.

27. SUBMISSION AND DOCUMENTATION

- i) The contractor shall make available four (04) sets of completed drawings, along with literatures, manuals, warranty certificates etc. of various installed fittings, fixtures and equipment for the completed work. This shall be the prerequisite for payment of final bill.
- ii) The contractor will submit measurement sheet for the work carried out by him for making payment.

28. INSPECTION OF WORK

In addition to the provisions of relevant clauses of the contract, the work shall also be open to inspection by Senior Officers of ESIC and their representatives. The contractor shall at times during the usual working hours and at all times at which reasonable notices of the intention of the Regional Director or his representative or other officers as stated above to visit the works shall have been given to the contractor, either himself be present to receive the orders and instructions or have a responsible representative duly accredited in writing, to be present for that purpose.

36. REFUND OF PERFORMANCE GUARANTEE

The performance guarantee for the work shall be refunded to the contractor soon after the completion of the entire works under this agreement and recording of the completion certificate for such agreement.

37. DEFECT LIABILITY PERIOD (Refund of Security Deposit)

The defect liability / maintenance period shall be **12 months** after the date of completion work for this contract agreement. The Security Deposit shall be released after the defect liability period of **12 months** after completion of entire work and for this the contractor shall have to produce a certificate stating that no defects are pending for rectification from the Engineer-in-Charge, but subject to other provisions specified elsewhere in the contract agreement.

38. GENERAL CLARIFICATIONS

- a. Wherever any reference to any Indian Standards occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued thereto or revisions thereof, if any, up to the previous day of last date of submission of bids.
- b. The amount quoted for this work, shall unless clearly specified otherwise, include cost of all operations and all inputs of labour, material, T & P, scaffolding, wastages, watch and ward, other inputs, all incidental charges, all taxes, Cess, GST, duties, levies etc. required for execution of the work.

39. INSURANCE POLICIES

Before commencing the execution of work, the Contractor shall, without in any way limiting his obligations and liabilities, insure at his own cost and expense against any damage or loss or injury, which may be caused to any person or property, at site of work. The Contractor shall obtain and submit to the Regional Director or his representative proper Contractor All Risk Insurance Policy for an amount equivalent to contract value for this work, with Regional Director, ESIC as the first beneficiary. The insurance shall be obtained in joint names of Regional Director and the Contractor (who shall be second beneficiary). Also, he shall indemnify the Department from any liability during the execution of the work. Further, he shall obtain and submit to the Engineer-in-Charge, a third party insurance policy for maximum Rs.10 lakh for each accident, with the Regional Director or his representatives the first beneficiary. The insurance shall be obtained in joint names of Regional Director, ESIC and the Contractor (who shall be second beneficiary). The Contractor shall, from time to time, provide documentary evidence as regards payment of premium for all the Insurance Policies for keeping them valid till the

completion of the work. The Contractor shall ensure that Insurance Policies are also taken for the workers of his Sub-Contractors / specialized agencies also. Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall within 10 days from the date of letter of acceptance of the tender and thereafter at the end of each quarter submit a report to the Department giving details of the Insurance Policies along with Certificate of these insurance policies being valid, along with documentary evidences as required by the Engineer-in-Charge. No work shall be commenced by the Contractor unless he obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by the Contractor.

Nothing extra shall be payable on this account. No claim of hindrance (or any other claim) shall be entertained from the contractor on these accounts.

Annexure- A

UNDERTAKING

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

Sign of Contractor: _____ Full Name: __ Designation: _____
Date: _____ Place:

LETTER OF TRANSMITTAL
(On Bidder's Letter Head)

To

The Regional
Director, ESI
Corporation,
Regional Office,
Ranchi,
Jharkhand.

Subject: Special Repair work of Boundary wall repairing with fencing , painting work, modification of new proposed X-ray block, Drain cover and kerb stone work at ESIC Hospital Adityapur (Jamshedpur),Jharkhand.

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, Ranchi** to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorized **Regional Director, ESIC, Ranchi** to approach individuals, employers, firms and corporation to verify our competence and general reputation, if required.
4. I / we submit the following certificates in support of our overall suitability, technical competence for having successfully completed the following similar works for establishing our eligibility:

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

Certificate:

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

Enclosures:.....

Signature(s) of bidder(s)

Date of submission:

Seal of Bidder

TENDER

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

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

If I / We, fail to furnish the prescribed Performance Guarantee within prescribed period, I / We agree that the ESI Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, I / We agree commence work as specified and if I / We fail to commence work as specified, I / We agree that ESI Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained therein.

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

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

I / We hereby declare that I / We shall treat the tender documents and other records connected with the work as secret / confidential documents and shall not communicate

Information derived there from to any person other than a person to whom I / we am / are authorized to communicate the same or use the information in any manner prejudicial to the interest of ESIC / safety of State.

Signature of Bidder (with Seal)
Postal Address

Annexure-D
(BY REGISTERED/SPEED POST/ E-mail)
Sample letter of acceptance of tender

No.

Dated:

From
The Regional Director,
Regional Office,
ESI
Corporation,
Ranchi,
Jharkhand.

To

(Name and address of the contractor)

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

work) Dear Sir (s),

1. Your tender for the work mentioned above has been accepted on behalf of the ESI Corporation at your tendered/negotiated tender amount of Rs..... (Rupees.....only), which is.....% below/above the estimated cost of Rs.(Rupees only).
2. You are requested to submit the performance security/guarantee of Rs..... (Rupees.....only) within days* of issue of this letter. The performance guarantee shall be in the prescribed form of Demand Draft Or Fixed Deposit receipt in Favour of ESI Fund A/c No.-1 Payable at Ranchi .
3. On receipt of the prescribed performance guarantee, necessary letter to commence the work shall be issued, and the site of work handed over to you thereafter.
4. Please note that the time allowed for carrying out the work as entered in the Tender (..... days/weeks/months) shall be reckoned from the..... day* After the date of issue of this letter.

Yours faithfully,

Regional Director
Regional Office, ESI
Corporation **Ranchi**,
Jharkhand-834010.

(BY REGISTERED/SPEED POST/E-mail)

Sample letter for commencement of work

No.

Dated:

From
The Regional Director,
Regional Office,
ESI
Corporation,
Ranchi,
Jharkhand.

To
(Name and address of the contractor)

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

Ref: 1. Performance security/guarantee submitted by you vide your letter no.....
dated..... for the above work.

1. This office letter of acceptance of your tender no.....date

Dear Sir (s),

1. You are requested to contact the Engineer.....(complete address) for taking possession of site and starting the work at once.

2. In continuation to the letters referred to above, you are requested to attend this office to complete the formal agreement within.....days from the date of this letter.

Yours faithfully,

Regional Director
Regional Office, ESIC
Ranchi, Jharkhand-834010.

CONTRACT AGREEMENT

This CONTRACT (hereinafter called the "Contract") is made on the day of the month of 202__ between the Regional Director, Regional Office, Employees' State Insurance Corporation, Panchdeep Bhawan, Namkum, Ranchi-834010 on the one hand (hereinafter called the Employer) and on the other hand (Here in after called the Contractor).

WHEREAS

The Employer has accepted the offer of the Contractor for **Special Repair work of Boundary wall repairing with fencing , painting work, modification of new proposed X-ray block, Drain cover and kerb stone work at ESIC Hospital Adityapur (Jamshedpur), Jharkhand.**

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

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

The documents including this Tender document (Page No-1 to 50) attached here to shall be Deemed to form an integral part of this contract:

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

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

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

Signature and seal of the Contractor
Dated at _____

Regional Director
Employees' State Insurance Corporation
Regional Office, Ranchi

Witness: 1.....
2.....

Technical Bid Forms

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

FORM 'A'

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

S.No	Name of the work and location	Name of Organization	Cost of work in 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'
FINANCIAL INFORMATION

Name of the Firm / Contractor:

S.No	Particulars	Financial Year		
		2022-23	2023-24	2024-25
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 'C'
FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

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

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

Signature (For Bank)

FORM 'D'
STRUCTURE & ORGANISATION

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

Organization Name & Place of Registration	Registration No.
1.	
2.	
3	
6. Names and titles of Directors & Officers with designation associated with this work.
7. Designation of individuals authorized to act for the organization for this work.
8. Has the bidder or any constituent partner in case of partnership firm, ever been convicted by a court of law? if so, give details.
9. Any other information considered necessary with regard to this bid and for establishing the eligibility of the bidder.

**Signature of the
Bidder Seal of
the Bidder**

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

**Tender Reference No: _____ Name of Tender /
Work: -**

Dear Sir,

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

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

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

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

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

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

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Financial Bid Forms

S.No	Form	Particulars	Amount in Rs.
1	FB-1	Schedule of Quantities	
		Total	

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.

**Subject:- Special Repair work of Boundary wall repairing , painting work, modification of new proposed X-ray block,
Drain cover and kerb stone work at ESIC Hospital Adityapur**

Sl.No.	DSR	Description	Unit	Quantity	Rate	Amount
1	5.2.2	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement : 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	Cum	3.50	10852.95	37996.18
2	5.22A.6	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level.: Thermo-Mechanically Treated bars of grade Fe-500D or more.	Kg	170	107.85	18334.50
3	6.4.2	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in: Cement mortar 1:6 (1 cement : 6 coarse sand)	cum	77.47	9105.95	705413.82
4	9.1.1	Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length (hold fast lugs or dash fastener shall be paid for separately).Second class teak wood	CUM	0.27	142949.70	39025.27
5	9.21.1	Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters:35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws	sqm	14.70	2392.65	35171.96
6	13.1.2	12 mm cement plaster of mix : 1:6 (1 cement: 6 fine sand)	sqm	217.66	333.35	72556.96
7	13.3.2	20 mm cement plaster of mix :1:6 (1 cement: 6 fine sand)	sqm	640.20	450	288090.00
8	13.8	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	Sqm	4213.37	156.05	657495.61

9	13.46.1	Finishing walls with Acrylic Smooth exterior paint of required shade : New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm)	Sqm	3840.21	160.60	616737.73
10	13.83.2	Wall painting with premium acrylic emulsion paint of interior grade, having VOC (Volatile Organic Compound) content less than 50 grams/ litre of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour.Two and more coat	Sqm	373.16	142.80	53286.53
11	13.91	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	Sqm	4213.37	25.15	105966.13
12	15.56	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	Sq.m	448.25	54.65	24496.86
13	15.7.4	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar	cum	27.11	2060.2	55854.60
14	16.53	Providing and fixing concertina coil fencing with punched tape concertina coil 600 mm dia 10 metre openable length (total length 90 m), having 50 nos rounds per 6 metre length, upto 3 m height of wall with existing angle iron 'Y' shaped placed 2.4m or 3.00 m apart and with 9 horizontal R.B.T. reinforced barbed wire, stud tied with G.I. staples and G.I.clips to retain horizontal, including necessary bolts or G.I. barbed wire tied to angle iron, all complete as per direction of Engineer-in-charge, with reinforced barbed tape(R.B.T.) / Spring core (2.5 mm thick) wire of high tensile strength of 165 kg/ sq. mm with tape (0.52 mm thick) and weight 43.478 gm/ metre (cost of M.S. angle, C.C. blocks shall be paid separately)	metre	872	375.80	327697.60

15	16.69	Providing and laying at or near ground level factory made kerb stone of M-25 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarse sand), including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5 mm), including making drainage opening wherever required complete etc. as per direction of Engineer in-charge (length of finished kerb edging shall be measured to calculate volume for payment). (Precast C.C. kerb stone shall be approved by Engineer-in-charge).	cum	35.475	10117.60	358921.86
16	10.2	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	Kg	1566	133.70	209374.20
17	16.93	Providing and placing in position 100 mm thick factory made machine batched & machine mixed Precast RCC Rectangular Covers on drains of footpath of various sizes, of M-25 grade cement concrete for RCC work, including cost of centering, shuttering, reinforcement of 8 mm dia TMT bars of Fe 500 grade @ maximum 100 mm c/c on both ways, neat cement punning on finished surface, properly encased on all edges with 1.6 mm thick, 100 mm wide MS sheet duly painted over priming coat, reinforcement to be welded at edges with MS sheet and providing 2 Nos. 12 mm dia bar for hooks etc including cost of cartage, all leads & lift, handling at site etc. all complete as per direction of Engineer-in-Charge.	sqm	295.8	3081.95	911640.81
18	1.1.18	Disposal of moorum/building rubbish/ malba/ similar unserviceable, dismantled or waste material by mechanical transport including loading, transporting, unloading to approved municipal dumping ground for lead upto 10 km for all lifts, complete as per directions of Engineer-in-charge.	Cum	150	494.10	74115.00
					Total	4592175.61
					Cost Index @12%	551061.07
					Total after adding cost index	5143236.68
					After adding multiplying correction factor on DSR 2023 (0.973)	5004369.29
					Say Rs.	50,04,369.00