



**EMPLOYEES' STATE INSURANCE CORPORATION  
REGIONAL OFFICE, PANCHDEEP BHAWAN  
ASHRAM ROAD, AHMEDABAD, GUJARAT**

**NOTICE INVITING e – TENDER**

The Regional Director, ESI Corporation, Regional Office, Ahmedabad on behalf of the Director General, ESI Corporation invites online percentage rate tender (in two bid system) through e- tendering mode from reputed, qualified, experienced, technically and financially sound firms / contractors for Special Repair/Demolition work as detailed below:

S.No.	Particulars	Details
1	Name of work	<b>Demolition of Existing Building as listed in Annexure- B of NIT on "As-Is-Where-Is" Basis Including Disposal of Debris and re filling of Basement area of Dispensary Building with Good Earth at ESIC Hospital, Naroda, Ahmedabad, Gujarat.</b>
2	Estimated Cost	<b>Rs 40,62,183/-</b> (Forty lakh Sixty Two thousand One Hundred Eighty Three Only)
3	Earnest Money Deposit (2% of Estimated cost of work)	Rs. 81,244/- (Eighty-One thousand Two hundred Forty Four only)
4	Period of Work	06 Months
5	Availability of e - Tender / Bid document	<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> and <a href="http://www.esic.gov.in">www.esic.gov.in</a>
6	Date and Time of opening of Financial Bids	Shall be communicated to only technically qualified bidders subsequently.
7	Period during which hard copies (in original) of Demand Draft/fixed deposit receipt towards EMD, Registration Certificates, and other required documents are to be submitted to the Regional Office.	Only the EMD (in the form of Demand Draft /fixed deposit receipt) shall be submitted in hard copy on or before 29.05.2026 at 11:00AM at Room No. 115, First Floor, ESIC Regional Office, Ahmedabad.

Any change in the tender shall be uploaded in the below mentioned website only, hence the tenderers/Bidders may visit the website regularly (<https://eprocure.gov.in/eprocure/app> & [www.esic.gov.in](http://www.esic.gov.in)) to make themselves aware about the information related to the Tender.

**REGIONAL DIRECTOR**



**EMPLOYEES' STATE INSURANCE CORPORATION  
REGIONAL OFFICE, PANCHDEEP BHAWAN  
ASHRAM ROAD, AHMEDABAD, GUJARAT**

**PRESS NOTICE**

The Regional Director, ESI Corporation, Regional Office, Ahmedabad on behalf of the Director General, ESI Corporation invites online percentage rate tender (in two bid System) through e- tendering mode from reputed, qualified, experienced, technically and financially sound firms / contractors for Special Repair/Demolition work as detailed below:

**NIT No. : 373/D/17/18/2025-PMD**

**Date & Time of Start of online Bid Submission:07.05.2026 at 14:00 Hrs**

**Last date & Time for online bid submission: - 28.05.2026 at 14:00 Hrs**

***Name of Work:* Demolition of Existing Building as listed in Annexure- B of NIT on "As-Is-Where-Is" Basis Including Disposal of Debris and re filling of Basement area of Dispensary Building with Good Earth at ESIC Hospital, Naroda, Ahmedabad, Gujarat.**

The bid forms and other details can be obtained from the website <https://eprocure.gov.in/eprocure/app>. This Tender is also available on <https://eprocure.gov.in/eprocure/app> & [www.esic.gov.in/tenders](http://www.esic.gov.in/tenders).

**Regional Director**



कर्मचारी राज्य बीमा निगम  
क्षेत्रीय कार्यालय, पंचदीप भवन  
आश्रम रोड, अहमदाबाद, गुजरात

### प्रेस विज्ञप्ति

क्षेत्रीय निदेशक, कर्मचारी राज्य बीमा निगम, क्षेत्रीय कार्यालय, अहमदाबाद द्वारा महानिदेशक, कर्मचारी राज्य बीमा निगम की ओर से निम्नलिखित कार्य हेतु प्रतिष्ठित, योग्य, अनुभवी, तकनीकी एवं वित्तीय रूप से सक्षम फर्मों/ठेकेदारों से ई-टेंडरिंग प्रणाली के माध्यम से **प्रतिशत दर निविदा (दो-बोली प्रणाली)** में ऑनलाइन निविदाएं आमंत्रित की जाती हैं:

- निविदा क्रमांक (NIT No.): 373/D/17/18/2025-PMD
- ऑनलाइन निविदा जमा करने की प्रारंभ तिथि एवं समय: 07.05.2026 at 14:00 Hrs
- ऑनलाइन निविदा जमा करने की अंतिम तिथि एवं समय: 28.05.2026 at 14:00 Hrs
- कार्य का नाम :एनआईटी के अनुलग्नक B (Annexure-B) में सूचीबद्ध मौजूदा भवन का यथास्थिति के आधार पर ध्वस्त , मलबे का निपटान सहित तथा डिस्पेंसरी भवन के बेसमेंट क्षेत्र को अच्छी मिट्टी से पुनःभराई करना, ईएसआईसी अस्पताल, नरोडा, अहमदाबाद, गुजरात।

निविदा प्रपत्र एवं अन्य विवरण निम्नलिखित वेबसाइट पर उपलब्ध हैं:

🔗 <https://eprocure.gov.in/eprocure/app>

🔗 <https://www.esic.gov.in/tenders>

**हस्ताक्षरित**

**क्षेत्रीय निदेशक**

ईएसआईसी क्षेत्रीय कार्यालय, अहमदाबाद



કર્મચારી રાજ્ય વીમા નિગમ

પ્રાદેશિક કચેરી, પંચદીપ ભવન,  
આશ્રમ રોડ, અમદાવાદ

પ્રેસ સૂચના

પ્રાદેશિક નિયામક, કર્મચારી રાજ્ય વીમા નિગમ, પ્રાદેશિક કચેરી, અમદાવાદ તરફથી મહાનિદેશક, કર્મચારી રાજ્ય વીમા નિગમના વતી નીચે દર્શાવેલ કાર્ય માટે પ્રતિષ્ઠિત, લાયકાત ધરાવતા, અનુભવી, તકનિકી તથા આર્થિક રીતે સક્ષમ પેઢીઓ/ઠેકેદારો પાસેથી ટકાવારી આધારિત ઓનલાઇન ટેન્ડર (બે બોલી પદ્ધતિમાં) ઇ-ટેન્ડરિંગ પદ્ધતિ દ્વારા આમંત્રિત કરવામાં આવે છે:

ટેન્ડર ક્રમાંક (NIT No.): 373/D/17/18/2025-PMD

- ઓનલાઇન ટેન્ડર ભરવાની શરૂઆત ની તારીખ અને સમય : 07.05.2026 at 14:00 Hrs
- ઓનલાઇન ટેન્ડર ભરવાની અંતિમ તારીખ અને સમય: 28.05.2026 at 14:00 Hrs

કાર્યનું નામ: એનઆઈટીના અનુબંધ-B (Annexure-B)માં સૂચિબદ્ધ હાલની ઇમારતને “જેમ છે તેમ અને જ્યાં છે ત્યાં” આધાર પર તોડી પાડવી, મલબાનો નિકાલ કરવો તથા ડિસ્પેન્સરી બિલ્ડિંગના બેઝમેન્ટ વિસ્તારમાં સારી માટીથી ફરીથી ભરાવ કરવો, ઈએસઆઈસી હોસ્પિટલ, નરોડા, અમદાવાદ, ગુજરાત.

ટેન્ડર દસ્તાવેજ અને અન્ય વિગતો નીચેની વેબસાઇટ્સ પર ઉપલબ્ધ છે:

👉 <https://eprocure.gov.in/eprocure/app>

👉 <https://www.esic.gov.in/tenders>

હસ્તાક્ષરિત,

પ્રાદેશિક નિદેશક શ્રી

કર્મચારી રાજ્ય વીમા નિગમ, પ્રાદેશિક કચેરી, અમદાવાદ



**Name of Work: Demolition of Existing Building as listed in Annexure- B of NIT on "As-Is-Where-Is" Basis Including Disposal of Debris and re filling of Basement area of Dispensary Building with Good Earth at ESIC Hospital, Naroda, Ahmedabad, Gujarat.**

### **CRITICAL DATE SHEET**

<b>Date of Publishing</b>	<b>Date. 07.05.2026 at 14:00 Hrs</b>
<b>Bid Document Download Starts</b>	<b>Date. 07.05.2026 at 14:00 Hrs</b>
<b>Bid Submission Starts</b>	<b>Date. 07.05.2026 at 14:00 Hrs</b>
<b>Pre-Bid Meeting</b>	<b>Date 14.05.2026 at 11:00 Hrs</b>
<b>Bid Submission Ends</b>	<b>Date. 28.05.2026 at 14:00 Hrs</b>
<b>Bid Opening Date</b>	<b>Date. 29.05.2026 at 14:30 Hrs</b>

**Note:**

Bidders who wish to participate in the pre-bid meeting through Video Conference (VC) are requested to submit their email IDs at [pmd-gj@esic.gov.in](mailto:pmd-gj@esic.gov.in) at least two days prior to the scheduled date of the pre-bid meeting, so that the VC link can be shared with them in time.

**Place of Pre-Bid Meeting:**

Bidders who wish to attend the pre-bid meeting physically may visit the following address on the date and time mentioned in the above table:

**4th Floor, ESIC Regional Office**

Panchdeep Bhawan, Ashram Road

Ahmedabad-380009

**Contact Person:**

**Sh. Kaushlesh Bhardawaj**

Executive Engineer (Civil)

Mobile: 8826505761

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**REGIONAL OFFICE, AHMEDABAD, GUJARAT  
EMPLOYEES' STATE INSURANCE CORPORATION  
(Ministry of Labour & Employment, Government of India)**

**E-Request for Proposal**

**Notice Inviting Tender (NIT) for Demolition of Existing Building as listed in Annexure- B of NIT on "As-Is-Where-Is" Basis Including Disposal of Debris and re filling of Basement area of Dispensary Building with Good Earth at ESIC Hospital, Naroda, Ahmedabad, Gujarat.**

**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 benefits to organized sector employees in case of sickness, maternity and 'employment injury' and to make provision for certain social benefits etc.
- 1.2. The tender documents are available on website <https://eprocure.gov.in> and the same can be downloaded as per the schedule given in the CRITICAL DATE SHEET.
- 1.3. Bidders/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderers /Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in> . Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 1.4. Not more than one tender can be submitted by one contractor or contractors having business relationship. Under no circumstances, will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

1.5. Bidders, who have downloaded the tender from Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> , 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:

Contact	<b>Regional Director</b> , ESIC Regional Office, Ahmedabad
Address	<b>Regional Director</b> , ESIC Regional Office Panchdeep Bhawan, Ashram Road, Ahmedabad-380009
Phone	079-27582455
E-mail	rd-gujarat@esic.gov.in / pmd-gj@esic.gov.in

## **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 enrollment 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 number as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrollment, 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.

### **SEARCH OPTIONS 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 bidders should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Help desk.

### **PREPARATION OF BIDS**

- 1) Bidder should consider any corrigendum 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**

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.

1. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
2. 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 of EMD.
3. Bidder should prepare the EMD as per the instructions specified in the tender document.

The details of the DD/FDR, physically sent in original, 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.

4. 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.
5. 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.

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

### **ASSISTANCE TO BIDDERS**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the contact CPP Portal Help desk.

## Information and Instructions to Bidders

### 1. **Site Inspection and Responsibility for Salvage Value:**

“The tender is for **Demolition of Existing Building as listed in Annexure- B of NIT on "As-Is-Where-Is" Basis Including Disposal of Debris and re filling of Basement area of Dispensary Building with Good Earth at ESIC Hospital, Naroda, Ahmedabad, Gujarat.** Bidders are required to carry out an independent site inspection, as quantum of work and salvageable materials shall not be measured or re- assessed at any later stage.”

“Lump-sum estimate includes full salvage value. Contractor shall not dispute, question or challenge the basis of estimate or site conditions. No re measurement or escalation will be allowed after award.”

All intending bidders/contractors are strictly advised to visit the site and inspect the existing buildings, structures, and site conditions in person prior to submitting their bid. The demolition work shall be executed on an “as-is-where-is” basis, and the bidder is expected to assess all relevant aspects, including but not limited to:

- The **type, quantity, and condition of materials** likely to be retrieved after demolition;
- Accessibility for demolition equipment and material removal;
- Feasibility and cost of dismantling, loading, transportation, and disposal;
- **Salvage/recovery value** of dismantled materials.
- Earth work required for refilling of basement area.

Bidders shall be deemed to have submitted their rates after full due diligence. No claim or request for revision of rates shall be entertained at any stage on account of:

- **Devaluation of salvage/retrieved material;**
- **Non-availability or lower quantity** of materials than assumed by the bidder;
- Poor condition or unsuitability of recovered material for reuse/resale.

**ESIC shall not be held responsible or liable** in any manner for:

- The **quality, quantity, or market value** of the dismantled materials;
- Any **losses incurred** by the contractor due to miscalculation or overestimation of salvage value;
- Any **variation in actual retrieval** versus the bidder's expectation or assumptions.

The **contractor shall bear full responsibility** for proper assessment of all site conditions and salvaged material. No plea of ignorance or lack of information shall be accepted as a basis for claims or disputes during or after execution of the contract.

## **2. Eligibility Criteria**

The bidder should have successfully completed similar works during the **last seven (7) years** ending on **previous day of last date of submission of bids**, satisfying any one of the following conditions:

Three similar works each of value not less than 40% of Estimated cost put to tender (ECPT)

**OR**

Two similar work each of value not less than 60% of ECPT

**OR**

One similar work of value not less than 80% of ECPT

The details of the contractor's work experience—along with the cost of work, duration, and nature of work—shall be furnished in **Form A (Experience of the Company)**.

In support of the information provided in **Form A**, the contractor/bidder must attach corresponding work experience certificates strictly in the format prescribed as **Form B**, duly issued by the client department.

### **Note:**

1. Experience certificates in any format other than Form B shall not be accepted.
2. **Only completed works shall be considered for evaluating the experience credentials** of the bidder.

Experience certificates for works that are under execution, ongoing, or not fully

completed as on the date of submission of bid shall not be considered for the purpose of eligibility or technical qualification.

**Definition of Similar Work:**

**“Similar work” shall mean: -**

*Demolition of any type of building structure—residential or non-residential—comprising either RCC (Reinforced Cement Concrete) framed structures or load-bearing construction. The demolition work may be executed either as a stand-alone contract or as a part of a composite contract involving Special Repairs, Annual Repairs and Maintenance, or Building Construction works.*

*Such work must have been executed in the name of the bidder in any of the following:*

- (i) Central Government Department,*
- (ii) State Government Department,*
- (iii) Semi-Government Organization,*
- (iv) Central /State Public Sector Undertaking (PSU),*
- (v) Autonomous Body, or*
- (vi) Statutory Body.*

***Completion certificates from competent authorities of the concerned organization must clearly indicate the scope of work including demolition activities.***

The value of executed works shall be updated to the current cost level by enhancing the actual value at a simple rate of 7% per annum, calculated from the date of completion of the work to the day preceding the last date of bid submission. Bidder Should have an average annual financial turnover of 50% of tender cost on similar works during the last three financial years (2022-23, 2023-24 & 2024-25) ending 31st March 2025.

**3. The Earnest Money Deposit (EMD) (2 % of the Estimated cost of work)**

- i. The Earnest Money Deposit (EMD) of Rs. 81,244/- (Eighty One thousand Two hundred Forty Four only) shall be submitted in the form of a Demand Draft/Fixed Deposit Receipt issued by a Scheduled / Nationalized /Commercial Bank, drawn in favour of ‘**ESIC Fund Account No. 1**’, payable at **Regional office Ahmedabad**. The EMD must be

physically deposited in the tender box located at the Property Management Branch, ESIC Regional Office, Ashram Road, Ahmedabad, Gujarat, **on or before 29.05.2026 by 11:00 AM. (Room-115)**

- ii. The EMD shall be submitted in a separate sealed envelope, clearly mentioning the **name of the work** on the cover. If the EMD is not submitted in the prescribed manner, the **Technical and Financial Bids shall not be opened** and will be summarily rejected.
- iii. EMD shall remain valid for a period of 90 days from last date of submission of bid. A bid received without Bid Security (EMD) shall be rejected at the bid opening stage.
- iv. The earnest money shall be returned to the unsuccessful & successful tenderer/Bidders after finalization of the contract.
- v. No interest is payable on the EMD/SD.
- vi. The bid security (EMD) is liable to be forfeited if a bidder withdraws their bid during the period of bid validity as specified in the tender documents. In the case of the successful bidder, failure to submit the agreement bond along with the Performance Guarantee within the time frame stipulated in the tender document shall entitle ESIC—without prejudice to any other legal rights or remedies—to forfeit the EMD in full. The technical bid documents of eligible and intending bidders shall be opened **only** if their EMD and all other required documents/certificates are found to be in proper order as per the tender requirements.

#### 4. **Method of Application:**

- I.If the bidder is an individual, the application shall be signed by him above his full type written name and current address.
- II.If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.
- III.If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full type written names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

IV.If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum Association & Articles Association and duly attested by a Public Notary.

## 5. Submission of Mandatory Documents

i. Documents as listed in Annexure- C shall be **scanned and uploaded** by the bidder on the e-tendering portal **within the period of bid submission**, in accordance with the instructions given in the NIT and the bid forms. The list of required documents is detailed in **Technical Bid Checklist – Annexure- C**, forming part of the tender document.

### Note:

Failure to upload any of the prescribed documents in the given formats listed in Annexure- C may result in the **disqualification of the bid** at the technical evaluation stage. All documents should be self-attested and uploaded in the **specified format and sequence**.

ii. Bids must be submitted along with all requisite and relevant documents related to work experience, financial credentials, and other requirements as specified in the bid documents. All documents must be duly authenticated and signed by the bidder.

**Incomplete or improperly submitted bids shall be summarily rejected.**

iii. **Bidders shall ensure that all uploaded documents are legible, clear, and in a readable format. If any scanned document uploaded on the e-tender portal is found to be unclear or unreadable, the bid shall be summarily rejected. No further opportunity shall be given for submission or resubmission of such documents through e-mail, CPP portal, or in physical form.**

iv. Bids submitted late, or through any mode other than the prescribed online submission, shall not be accepted and will be summarily rejected.

v. **Conditional bid will not be accepted and liable to the summarily rejected.**

vi. All information requested in the enclosed forms must be provided in the relevant columns. If any information is submitted on a separate sheet, this must be clearly

indicated against the corresponding column. If a particular column is not applicable, it should be marked as “*Not Applicable*” or “*Nil*”, as appropriate.

Bidders are strictly advised **not** to leave any field blank or to alter the prescribed format. Failure to provide complete, clear, and accurate information, or any deliberate suppression or modification of details, may lead to **summary disqualification** of the bid.

- vii. All pages of the eligibility documents are to be numbered. Any additional sheets appended by the bidder must also be numbered accordingly. The complete set of documents should be submitted as a single package, accompanied by a duly signed **Letter of Transmittal**.
- viii. References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.
- ix. The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of technical bid document unless it is called for by the Employer.
- x. The tenderers/Bidders shall produce their valid enlistment with the appropriate authority for all types of Taxes, GST, Cess, Duty, ESI & EPFO contribution etc.
- xi. The intending bidders must thoroughly read the terms and conditions of the bid document and ensure they fully satisfy the eligibility criteria outlined in **Para 2 (Eligibility criteria)**, along with all other per-requisites, before submitting their bids.
- xii. **The bid submitted shall become invalid if:**
  - a. The bidder is found ineligible vis – a – vis eligibility criteria.
  - b. EMD of requisite amount and in the prescribed manner is not deposited by the bidder.
  - c. The bidder does not upload all the documents as required under the bid.

## 6. Tender Validity and Withdrawal Conditions

The tender for the work shall remain valid and open for acceptance for a period of **Ninety (90) days** from the date of opening of the **Eligibility Bid**, unless extended by mutual consent in writing.

**If any bidder:**

- Withdraws or modifies their bid during this validity period (or before the issue of the Letter of Acceptance, whichever is earlier), **or**
- Makes any changes in the terms and conditions of the bid that are not acceptable to the department,

then the **Employer (ESIC)** shall, without prejudice to any other right or remedy, be at liberty to:

- **Forfeit the Earnest Money Deposit (EMD)** submitted with the tender, and
- **Disqualify the bidder from participating in the re-tendering process** for the same work.

**7. Quoting of Percentage Rates**

The bidder shall quote the **percentage rate**—whether **above, below, or at par** with the Estimated Cost Put to Tender (ECPT)—**up to two decimal places only**, both in **figures and words**.

The bidder shall also mention the **total amount of the financial offer**, derived from the quoted percentage, **clearly in both figures and words**. Any discrepancy in interpretation between figures and words, the amount mentioned in the words shall be governed.

- 8. Evaluation of Technical Bids:** Bids received and found valid will be evaluated by the ESIC to ascertain the best-evaluated bid for the complete work under the specifications and documents. The Tenderer's / Bidders /Bidders should take care to upload all the information sought by the ESIC in prescribed formats.

- Firm’s relevant experience and strength – Profile of agency, registration details, experience of similar works, annual turnover and total manpower employed.
  - Qualification/related experience.
9. **Financial Bid:** The financial bid of the Tenderer's / Bidders, whose technical bid is found to be suitable, will be opened in the presence of the Tenderer's / Bidders, who choose to attend the opening of financial bid on a date will be intimated through E-mail/Mobile.
10. **Award of Work:**
- The selection of the agency will be at the sole discretion of the ESIC which reserves its right to accept or reject any or all the proposals without assigning any reason.
  - The contract for the work shall be awarded to the qualified responsive tenderer who has quoted lowest Bid percentage.
  - Upon evaluation of offers, the notification on award of contract will be intimated to the successful tenderer. ESI Corporation reserves the right to accept or reject any bid or the whole bidding process without assigning any reason whatsoever.
11. **Integrity Pact:**

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Pact, which is an integral part of tender / bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the ESIC.

12. **Conflicting Relationships and Conflict of Interest**

i. **Prohibited Relationships:**

Construction agencies (including their personnel and sub-contractors) **shall not be eligible for award of contract** if they have a **business or close family relationship** with any officer or staff of **ESIC** or **Member of the Corporation/ Regional Board** who is directly or indirectly associated with:

- The preparation of the Terms of Reference (TOR) for the NIT/ Estimate,
- The evaluation or selection process for the Tender, or
- The supervision or administration of the contract.

Such contracts **shall not be awarded** unless the **conflict arising from such a relationship has been fully disclosed** and resolved to the **satisfaction of ESIC** prior to and throughout the selection and execution of the contract.

ii. **Obligation to Disclose Conflicts:**

All construction agencies are under a binding obligation to **disclose any actual or potential conflict of interest** that could impair their ability to act in the best interest of ESIC or could reasonably be perceived as compromising their impartiality.

Failure to disclose such a conflict shall render the agency liable for **disqualification at any stage** of the bidding process or **termination of contract at any time** during its currency.

iii. **Restriction on Engagement of ESIC Employees:**

No employee of **ESIC or their relatives** shall be engaged by any construction agency, either during the bidding process or during the execution of the contract. Further, **recruitment or engagement of former ESIC employees** by the contractor or sub-contractor shall not be acceptable to ESIC and may lead to **disqualification or contract cancellation**, unless specifically approved in writing by the competent authority.

iv. **Canvassing** whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection summarily. Such bidders may not be allowed to participate in the bidding process for ESIC works in future also.

**13. Fraud and Corruption**

i. **Ethical Compliance Requirement:**

The **Employees' State Insurance Corporation (ESIC)** requires that all **Construction Agencies** participating in the selection process and executing contracts uphold the **highest standards of integrity and ethics**.

In pursuance of this policy, ESIC defines and addresses the following prohibited practices:

**(a) Definitions:**

- **Corrupt Practice:** The offering, promising, giving, receiving, or soliciting—directly or indirectly—of **anything of value to which a person is not legally entitled**, with the intent to influence the actions of a **public official** in the procurement or contract execution process.
- **Fraudulent Practice:** A **deliberate misrepresentation**, concealment of material facts, or submission of **forged/fake documents** with the intent to mislead ESIC during the selection process or during the execution of a contract.
- **Collusive Practice:** A **scheme or arrangement**, whether formal or informal, between two or more participating agencies (with or without the knowledge of ESIC), intended to artificially influence the bid process, including practices such as **price fixing**, bid suppression, or agreement not to bid.
- **Coercive Practice:** The act of **harming or threatening to harm**, directly or indirectly, persons or their property in order to improperly influence their participation in a procurement process or the execution of a contract.

**(b) Rejection of Proposals:**

ESIC shall reject a proposal for award of contract if it determines that the **Construction Agency recommended for award** has, directly or through an agent, engaged in **any corrupt, fraudulent, collusive, or coercive practice** in connection with the procurement process.

**(c) Debarment and Disqualification:**

If at any stage—either during the selection process or during the execution of the contract—it is found that the Construction Agency has engaged in any of the above-mentioned prohibited practices, **ESIC reserves the right to take appropriate action**, which may include:

- **Cancellation of the contract** (if already awarded),

- **Forfeiture of security deposits or performance guarantees,**
- **Debarment / blacklisting** from future ESIC tenders either **indefinitely** or for a specified period.
- Any other legal/criminal action according to the law in force

14. The Agreement shall be signed between ESIC and the successful Bidder within 15 days after the acceptance of his bid by ESIC on prescribed format which is being given in the bid document. All the documents of the bid document shall form part of the contract document including Integrity Pact Agreement for which format is also being provided in the bid document.

**15. Other Information: -**

**I.** The rates quoted by the tenderer, shall be net and inclusive of all taxes duties & levies etc. and all charges for packing, forwarding, insurance, freight & delivery, placing/fixing etc. in position at site including temporary constructional storage, risks, overhead charges, general liabilities/ obligations and clearances from local authority.

**II.** The rates for different items of work shall apply for all heights & depths, leads & lifts and the cost of all labour material & other aspects involved in the execution of the work, pumping/ bailing out of water encountered from any source such as rains, floods, sub-soil water table being high or due to any other cause what so ever etc. unless otherwise specified in the agreement or specifications applicable to the agreement.

**III.** Any damage done by the contractor to any existing work during the course of execution of the work shall be made good by him at his own cost.

**IV.** The contractor (s) shall make his own arrangement for electricity and water required for the execution of work and nothing extra shall be paid for the same. However, the Engineer-in Charge shall recommend the application to the concerned authority for electric connection, if desired. Necessary payment shall be made by the contractor directly to the department concerned. In case Electricity supplying authority fails to sanction the electric connection or delays the sanction for electric connection, the contractor shall make his own arrangement by providing diesel generators of adequate capacity at his own cost.

**V.** No payment shall be made to the contractor for any damage caused by rain, snow fall, floods or any other natural causes whatsoever during the execution of work. The damage caused to work shall have to be made good by the contractor at his own cost and no claim on this account shall be entertained.

**VI.** In the event of any restrictions being imposed by the Security agency, ESIC, Traffic or any other authority having jurisdiction in the area on the working or movement of labour /material, the contractor shall strictly follow such restrictions and nothing extra shall be payable to the contractor on this account. The loss of time on this account, if any, shall have to be made up by generating additional resources etc. General Security restrictions are given as under:

**VII.** The contractor shall be responsible for behavior and conduct of his worker. No worker with doubtful integrity or having a bad record shall be engaged by the contractor

**VIII.** If the work is carried out in more than one shift or during night, no claim on this account shall be entertained. The contractor has to take permission from the police authorities etc. if required to work during night hours, no claim/ hindrance on this account shall be considered if work is not allowed during night time.

**IX.** The contractor has to make his own arrangement outside the building for storage etc. No separate storage accommodation shall be provided by the department. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over of the items by the department. It will be responsibility of contractor to re-do the work, if there is any loss of material during execution of work at site and till the work is finally handed over to the department.

**X.** The Contractor shall be responsible for the watch and ward / guard of the building's safety, dismantled materials/articles by him against pilferage and breakage and nothing extra shall be paid on this account.

**XI.** Work is to be carried out in a restricted area. It shall be deemed that the contractor has satisfied himself as to the nature and location of the work, general and local conditions and particularly those pertaining to transport, including the restrictions on

plying trucks etc. The department may provide all assistance by way of reasonable recommendations, in obtaining permits for plying trucks etc. from the concerned traffic authorities but bears no responsibility for the same. It shall be assumed that the contractor has also satisfied himself about, handling, availability and storage of materials, availability of labour, weather conditions at site and general ground level and the contractor has estimated and calculated his cost accordingly.

ESIC's Requirements

**Name of Work: Notice Inviting Tender (NIT) for Demolition of Existing Building as listed in Annexure- B of NIT on "As-Is-Where-Is" Basis Including Disposal of Debris and re filling of Basement area of Dispensary Building with Good Earth at ESIC Hospital, Naroda, Ahmedabad, Gujarat.**

Scope of Work

1. **Description of building:** -All Staff Qtrs. building of total approx Plinth area of 5401 sqm. Having Ground Floor +02 Floor and Block- A (B+G+2 story) & Block- D (Kitchen) of total approx Plinth area of 8346.89 sqm. having Ground floor only.
2. The scope of work under this contract includes the demolition of the existing building on an "As-Is-Where-Is" basis, along with the disposal of all debris and salvage material. The existing structure shall be handed over to the contractor in its present condition ("As-Is-Where-Is") for complete dismantling and demolition including removal of debris and salvage material. **Further, Block-A Basement area shall be refilled with good earth.** No claims whatsoever shall be entertained and no additional payment shall be made towards the cost of dismantling, demolition, sorting, loading, transportation, or disposal of serviceable and unserviceable materials, debris, or malba from the site and refilling of Basement and foundations.
3. The scope of work includes refilling of the basement area and the corridor connecting the Dispensary Building and the Hospital Building with good earth. Any other basement or underground portion encountered below the demolished structures shall also be refilled by the Contractor at no extra cost to ESIC.
4. Bidders are strongly advised to visit the site before quoting their rates. The scope of work has already been clearly defined in the NIT, including this subhead. The work involves demolition of the existing building on an "As-Is-Where-Is" basis, along with disposal of all debris and salvage materials.

The Dispensary building includes a basement and is connected to the Hospital building through a corridor. The scope of work also includes refilling of the basement area with good

earth. No extra payment shall be made by ESIC for refilling of earth or for any other related activity.

**5. Removal and Refilling of Foundation up to 1.2 m Depth**

The contractor shall remove the existing foundation structures, including footing and base concrete, up to a depth of **1.2 meters** below ground level as part of the demolition work. **No extra payment shall be made** for removal up to this depth, irrespective of the type or condition of the material encountered.

All dismantled material/debris shall be **disposed of outside the ESIC premises at the contractor's own cost**, as per the direction of the Engineer-in-Charge and in compliance with local municipal and pollution control regulations.

After removal of the foundation, the excavated area shall be **back filled using available sand**, properly compacted in layers not exceeding 30 cm, to restore ground stability. Watering and ramming shall be done to ensure proper compaction.

*The rate quoted by the contractor shall be **inclusive of all operations** including excavation, dismantling, lifting, loading, transportation, unloading, refilling, watering, and compaction. Nothing extra shall be paid on any account.*

**6. Pre- Demolition Assessment:**

Before commencing the actual demolition work, the contractor shall carry out a comprehensive and careful study of the structure to be dismantled, along with its surrounding environment, including all service utilities such as water supply lines, electrical cables, communication lines, sewerage, and other installations.

This assessment shall specifically include:

- A.** An evaluation of the structural support systems of the building,
- B.** The identification of critical load-bearing elements, and
- C.** A stage-wise analysis of how the demolition process may impact the stability and safety of adjacent structures.

Demolition shall only proceed after study the methodology of demolition, with appropriate safety measures in place to prevent damage or hazards to nearby structures, services, or personnel.

#### **7. Temporary Barricading and Site Safety**

At the commencement of the work, the contractor shall provide and maintain proper temporary barricading using G.I. sheets/Green net, as per the directions of the Dean or his authorized representative, to:

- Clearly define the project site boundaries,
- Restrict unauthorized access, and
- Prevent accidents or hazards during the course of demolition or construction.

The barricading shall be designed and erected to ensure public safety and minimal inconvenience to traffic or occupants/users of adjacent buildings or plots.

The contractor shall maintain the barricading in good condition for the entire duration of the work.

Upon completion of the work, the contractor shall dismantle and remove the entire temporary barricading at his own cost, ensuring proper site clearance and disposal, with prior approval of the Engineer-in-Charge.

#### **8. Cost and Penalty for Non-Compliance with Barricading Requirements**

The contractor shall bear the entire cost of providing, maintaining, and removing the temporary barricading as specified. No extra payment shall be made under any circumstances for this activity. All associated expenses shall be deemed to be included in the contract rates quoted by the contractor.

Failure to comply with this requirement shall be considered a serious breach of safety and site control obligations. In the event that the contractor executes any portion of the work without proper barricading, a penalty as mentioned in PCC shall be applicable

9. The contractor shall ensure proper removal and disposal of all materials, irrespective of leads and lifts, and shall carry out the entire work strictly as per the instructions and directions of the Engineer-in-Charge, including site clearance upon completion.

#### **10. Display of Warning Signage and Site Safety Measures**

The contractor shall provide and install all temporary warning and cautionary signage at appropriate locations as per site requirements and the directions of the Engineer-in-Charge. This shall include but not be limited to:

- "Construction Work in Progress",
- "Keep Away",
- "No Parking",
- "Diversion Ahead",
- Protective barricades and route indicators, etc.

These signage and displays shall be:

Clearly visible during daytime, and Illuminated at night using glow signage or red warning lights, to ensure public safety and prevent accidents. Nothing extra in this regard shall be paid by ESIC.

The contractor shall ensure that such safety measures are maintained throughout the execution period and do not cause obstruction to traffic, pedestrians, or access to nearby properties.

The contractor shall be solely responsible for any accident, damage, or injury occurring due to failure in placing or maintaining the required signage or safety measures. Any such incident resulting from negligence shall attract liability on part of the contractor, including compensation, penalties, or legal consequences as applicable.

11. All work is to be executed in accordance with applicable safety, environmental, and statutory regulations.
12. The bidders are also expected to critically examine the premises from the point of view of its nature, means of access, the accommodation they may require, risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.
13. The Contractor/Agency shall be solely responsible for arranging and maintaining, **at their**

**own cost, all materials, tools, plants, facilities for workers,** and any other services necessary for the execution of the work, **unless otherwise specifically provided for** in the contract documents. All T&P Equipment's machinery, water, electricity, scaffolding, barricading, all safety equipment's & precautions for the workers etc. which are required for successful completion of the work is required to be arranged by the contractor at his own cost. Nothing Extra will be payable on this account.

14. Submission of a bid by the bidder shall be deemed as confirmation that they have **read and understood this notice and all related bid documents**, and have made themselves **fully aware of the scope, specifications, site conditions**, and other relevant factors that may affect the execution of the work
15. The buildings shall be demolished completely. All dismantled materials (C & D waste) shall be removed from the site and be levelled, clear and tidy.
16. All dismantling/demolition works shall carry out as per C.P.W.D specifications 2019 Vol I & II with up to date correction slips.
17. The Contractor shall deploy adequate manpower and machinery for the work as per direction of Engineer-in-charge, so as to complete the work within stipulated time.
18. All the dismantled material / malba shall be the property of the contractor and shall be removed from the premises in a time bound manner. The building rubbish will be properly cleaned up to the ground level.
19. Controlled demolition of building without using of blasting device.
20. Agency shall provide helmets, gumboots, safety belts, goggles, gloves for the safety of workmen & staff at his own cost.
21. The agency should get insured the workers/labours engaged at site.
22. Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services 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. The same shall be payable to the contractor. The contractor shall work out the cost and the same shall be approved by Engineer-in-Charge. 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.

- 23.** The work shall be executed without creating disturbance to the movement of the people on the adjoining roads. Care shall be taken to prevent dust spreading beyond the building to be demolished. The work shall be executed without making heavy noise. Agency shall not create any inconvenience to the nearby users/ occupants during the work.
- 24.** The Agency shall abide by the restrictions, rules, regulations and timings imposed by the department on the working and on movement of labour, materials etc.
- 25.** The agency shall appoint sufficient qualified Safety-personnel for taking care of implementation of safety norms during the demolition work. Any untoward incident happening during demolition shall be the responsibility of the Agency.
- 26.** No unauthorized person should be allowed to enter workspace without following the prescribed safety norms. All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded. Inserting of bare wires for tapping the power from electrical sockets is completely prohibited. All unsafe conditions, unsafe acts identified by agency, reported by site supervisors and / or safety personnel to be corrected immediately.

## Appendix – B

### General Conditions of Contract (GCC)

#### Clause 1 :- Definitions

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

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

#### Clause 2 :- Time for Completion of Work

##### **I. Time is the Essence of the Contract**

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date of issue of the **Letter of Award / Work Order** or from the date of handing over of site, whichever is later.

##### **II. Completion Period**

The entire work shall be completed by the Contractor within a period of **06 Months** from the date of commencement. No extension shall be granted except under exceptional circumstances, as per provisions of the contract.

### **III. Progress of Work**

The Contractor shall proceed with the work with due diligence and maintain such progress as may be required to complete the work within the stipulated time. The progress shall be reviewed periodically, and in case of delay, appropriate action including levy of compensation shall be taken.

### **IV. Failure to Complete on Time**

In the event of failure to complete the work within the stipulated time or extended time (if granted), the Contractor shall be liable to pay compensation as per **Clause 4 of GCC**.

### **V. Extension of Time**

In case of delay due to reasons beyond the control of the Contractor, the Contractor shall apply for an **Extension of Time (EOT)** in writing as per the procedure specified under **Clause 3 of the GCC**. The Competent Authority may grant an extension based on merits of the case.

### **Clause 3:- Extension of Time (EOT) Conditions for Work**

#### **i. Grant of Extension of Time**

If the Contractor is delayed in the execution of the work due to:

- Force majeure events (natural calamities, war, civil commotion, etc.)
- Any delay on the part of the Department in handing over the site, issuing instructions, or any other cause attributable to the Department.
- Lawful orders of public authorities or local bodies restricting or affecting execution of work.
- Any other reason which, in the opinion of the Engineer-in-Charge, is beyond the control of the contractor.

Then, on proper application by the contractor, an extension of time may be granted by the Competent authority without levy of compensation for delay.

ii. **Procedure for EOT Application**

The Contractor shall apply in writing to the Engineer-in-Charge stating the reasons and period of extension required.

- The application must be submitted within 15 days of the cause of delay arising.
- The Engineer-in-Charge shall consider the request and, if found reasonable, may recommend to the competent authority for sanction of the extension.

iii. **No Automatic Extension**

Grant of extension of time is not automatic and must be formally sanctioned in writing by the Competent Authority. Mere application for extension does not entitle the contractor to an extension.

iv. **Conditional Extension**

- The extension may be granted with or without levy of compensation, depending on the nature of delay and reasons thereof.
- If delay is due to contractor's fault, extension may be granted with levy of liquidated damages.

iv. **Record of Hindrance**

The contractor is required to maintain a Hindrance Register at the site with entries jointly recorded by both the Contractor and Engineer-in-Charge for each delay.

**Clause 4 :- Penalty for Delay**

Time shall be considered the **essence of the contract**. The contractor shall be required to complete the entire work, including site clearance, strictly within the stipulated time frame as mentioned in the contract or within any extended period of time granted in writing by the **Engineer-in-Charge**.

If the contractor fails to maintain the required progress of work or to complete the work and clear the site within the stipulated time or extended time as approved, he shall be liable

to pay **compensation for delay**, without prejudice to any other rights or remedies available to ESIC under the contract or law.

The compensation shall be levied at the rate of **2.5% (Two-point five percent)** of the **tendered value of the work** for each week or part thereof of delay, subject to a **maximum of 10% (Ten percent)** of the **tendered value of the work**.

The amount of compensation so levied shall be final and binding as determined by the **Competent Authority of ESIC**, whose decision in this regard shall be **final and conclusive**.

The recovery of such compensation may be made:

- From any **interim payment** due to the contractor,
- From the **final bill**, or
- By **adjustment against the Performance Bank Guarantee** or any other security deposit held by the Department.

**Note:** No extension of time shall be granted due to delays attributable to the contractor.

#### **Clause 5 :- Sufficiency of Tender**

The Contractor shall be deemed to have fully satisfied himself, prior to submitting the tender, regarding the accuracy and adequacy of the tendered rates and prices specified in the Schedule of Quantities. Unless otherwise expressly stated in the Contract, such rates and prices shall be deemed to cover all obligations of the Contractor under the Contract, including all matters and requirements necessary for the proper execution, completion, and maintenance of the works

#### **Clause 6 :- Contractor's Employees**

The Contractor shall deploy qualified and experienced technical personnel at the site for the purpose of carrying out Special Repair/Demolition work.

### **Clause 7 :- Engineer at Liberty to Object**

The Engineer-in-Charge shall have the authority to object to and direct the removal from the site, forthwith, of any person deployed by the Contractor who, in the opinion of the Engineer-in-Charge, is guilty of misconduct, incompetence, negligence in the performance of duties, or whose presence is otherwise considered undesirable. Such person shall not be re-employed on the Works without the prior written approval of the Engineer-in-Charge. Any person so removed shall be replaced by the Contractor at the earliest, without any claim for additional cost or extension of time.

Failure to comply with such instructions may lead to suitable action as per contract provisions, including imposition of penalties or recommendation for termination in case of repeated defaults.

### **Clause 8 :- Interpretation of Contract Documents**

#### **I. Mutual Explanatory Nature**

The several documents forming the Contract shall be taken as mutually explanatory of one another. In the event of any discrepancy or inconsistency, the provisions shall be interpreted so as to give effect to all parts, wherever possible.

#### **II. Order of Precedence**

In case of conflict between the provisions of different documents, the following order of precedence shall be followed:

- a. Description of items in the Schedule of Quantities (BOQ)
- b. Particular Specifications and Special Conditions, if any
- c. Drawings
- d. CPWD Specifications
- e. Relevant Bureau of Indian Standards (BIS Codes)

#### **III. Drawing and Dimension Conflicts**

In the case of discrepancies between drawings:

- a. Detailed drawings shall take precedence over small-scale drawings.

- b. Figured dimensions shall prevail over dimensions obtained by scaling.
- c. Special conditions shall override the General Conditions of Contract.

**Clause 9 :- Decision of Accepting Authority**

If varying or conflicting provisions exist within a single document or between documents forming part of the Contract, the **Tender Accepting Authority i.e. Regional Director, ESIC Regional office, Ahmedabad** shall determine the intent and his decision shall be final and binding on the Contractor.

**Clause 10 :- Errors or Omissions Not to Affect Contract**

Any error in description, quantity, or rate in the Schedule of Quantities, or any omission therefrom, shall not vitiate the Contract or relieve the Contractor of his obligation to complete the works in accordance with the Drawings, Specifications, and all terms of the Contract.

**Clause 11:- Performance Guarantee (PG)**

**i. Submission of Performance Guarantee**

The bidder whose bid is accepted shall furnish a **Performance Guarantee (PG)** amounting to **5% (Five Percent)** of the tendered value within **14 days** of issuance of the **Letter of Acceptance (LoA)**. The PG shall be in the form of a **Bank Guarantee** from any **Scheduled / Nationalized /Commercial Bank**, drawn in favour of the **Employer**, in the format prescribed in the bid document.

The Performance Guarantee shall remain valid for the **entire duration of the contract period**, including any extensions thereof, and shall further remain in force for a period of **3 Months beyond the date of actual completion of the contract**. PG will be released only after successful completion of DLP (Defect liability period)

**ii. Encashment of Performance Guarantee**

The Performance Guarantee shall be liable to be **invoked/encashed by the Employer**, in part or full, **without notice to the contractor**, in the event of any breach of contract, non-performance, failure to rectify defects, or **non-payment of dues** or damages by the contractor under any clause of the contract.

The Performance Guarantee shall also serve as **security for all contractual obligations** of the contractor during the contract period.

The PG shall be **released only after successful completion of the contract**, including **clearance of all dues, final bill settlement, and closure of defect liability obligations**.

**iii. Delay in Submission of PG**

In case the contractor fails to submit the Performance Guarantee within the stipulated period of **14 days**, a **grace period of 3 additional working days** may be granted at the discretion of the Employer.

Failure to submit the PG within this total period of **17 working days** shall attract a **late fee at the rate of 0.1% per day of the PG amount**, subject to a maximum of **1% of the PG value**. Continued failure shall result in the **forfeiture of the Earnest Money Deposit (EMD) and termination of the contract**, without prejudice to other actions under the contract.

**iv. Additional Performance Guarantee in Case of Abnormally Low Bids (ALB)**

If the **L-1 bid** (lowest financial bid) is found to be **less than 80% of the Estimated Cost Put to Tender (ECPT)**, such a bid shall be treated as an **Abnormally Low Bid (ALB)** as per CPWD/CVC guidelines.

In such cases, the L-1 bidder shall be required to submit an **Additional Performance Guarantee** amounting to the **difference between 80% of the ECPT and the quoted bid amount**. This additional PG shall be submitted along with the original PG, in the same format, and shall also be valid for the **duration of the contract period**.

Failure to furnish the additional PG shall be considered as **non-responsiveness** and may lead to **rejection of the bid** or **termination of the contract** if already awarded.

**Clause 12:- Security Deposit (SD)**

**i. Mode and Rate of Recovery**

The Security Deposit shall be deducted by the Employer from each running and final bill of the Contractor at the uniform rate of **2.5% (Two and Half Percent)** of the **gross amount of the bill**. The total deduction on account of Security Deposit shall not exceed **2.5% of the accepted tendered value** of the work.

No other form of Security Deposit (such as Fixed Deposit Receipts or Bank Guarantees) shall be accepted in lieu of the deduction, **except with prior approval of the competent authority**, as per CPWD norms.

**ii. Purpose of Security Deposit**

The Security Deposit shall act as a **guarantee for the due fulfilment** of the contractual obligations by the contractor and **as a safeguard against defective work**, delay in completion, **non-performance**, or any other breach of contract.

The amount shall be held by the Employer **until the satisfactory completion of the contract**, including all **liabilities during the Defect Liability Period**, and **shall not bear any interest**.

**iii. Release of Security Deposit**

As per **Clause 17 of CPWD GCC 2020** and **GFR Rule 171**, the Security Deposit shall be refunded to the Contractor in the following manner:

- a. **50% of the Security Deposit** shall be refunded to the Contractor **after physical completion of the entire work**, subject to the issue of a **Completion Certificate** by the Engineer-in-Charge and clearance of all dues.

- b. The **remaining 50% shall be refunded after the expiry of the Defect Liability Period** (usually 12 months), provided all defects have been rectified to the satisfaction of the Engineer-in-Charge and no contractual breaches are pending.

iv. **Forfeiture of Security Deposit**

The Employer shall have the **unconditional right to forfeit the Security Deposit**, in full or in part, in any of the following circumstances:

- Failure of the Contractor to execute or complete the work within the stipulated time.
- Failure to rectify defects noticed during execution or within the Defect Liability Period.
- Breach of any terms or conditions of the contract.
- Termination of the contract due to default of the Contractor.
- Delay beyond permissible limits as determined by the Engineer-in-Charge.

Recovery from the Security Deposit shall be **without prejudice** to other legal remedies available to the Employer under the contract and applicable law.

No relaxation in Security Deposit shall be permitted unless explicitly approved by the competent authority in writing, following the principles of transparency and accountability laid down in the GFR and CVC instructions.

**Clause 13:- Default of Contractor and Termination of Contract**

If, in the opinion of the **Engineer-in-Charge**, the performance of the Contractor is found to be **unsatisfactory, negligent, or in breach of any terms and conditions** of the Contract, and the Contractor fails to take remedial measures within **fifteen (15) days** of receipt of a written notice from the Employer, then the Employer shall have the **absolute right and authority** to take any or all of the following actions:

- i. **Termination of Contract:** - The Employer shall be at liberty to **terminate the contract in whole or in part**, without prejudice to any other rights or remedies available under the contract or law. Such termination shall be communicated in writing, specifying the grounds for default.
- ii. **Execution of Balance Work at Risk and Cost:** - Upon termination, the Employer shall be entitled to **get the balance work executed through another agency or departmentally**, at the **risk and cost of the defaulting Contractor**. Any additional expenditure so incurred, as determined by the Engineer-in-Charge, shall be recoverable from the Contractor.
- iii. **This includes, but is not limited to:**
  - Forfeiture of **Performance Guarantee** and/or **Security Deposit**,
  - Recovery of any **excess expenditure** over the contract value,
  - Debarment or blacklisting from future tenders as per CPWD and GFR norms.
- iv. **No Compensation or Claim:** - In case of such termination, the Contractor shall not be entitled to any **compensation or claim for loss of anticipated profits**, unutilized materials, machinery, or manpower.

**Clause 14: - Arbitration**

- A. In the event of any dispute or difference arising out or touching to this NIT and subsequent agreement/contract and/ or in relation to the implementation hereof, the same shall be resolved initially by mutual discussion and conciliation, **within 45 days** of raising such a dispute in writing to the ESIC. In the event of failure thereof, the same shall be referred to the Arbitration Centre, Ahmedabad, currently functioning in the High Court Complex, Sola, Ahmedabad, which will appoint the sole Arbitrator and will conduct the Arbitration in accordance with The Arbitration Centre (Domestic and International) High Court of Gujarat

Rules, 2021, for conducting the Arbitration proceedings. Such arbitration shall be the sole and exclusive remedy between the parties with respect to all such disputes. The arbitration shall take place in the Arbitration Centre, Ahmedabad, at High Court Complex, Sola, Ahmedabad, Gujarat, and the proceedings shall be in English. The arbitration award shall be final and binding to the parties.

#### **B. Continuance of Work During Arbitration**

Notwithstanding the existence of any dispute or difference, and except as the contract may otherwise provide, the **Contractor shall proceed with the execution of the works with due diligence and without delay**. The **employer shall continue to make payments** as per the contract for the undisputed items.

C. All disputes or differences arising out of or in connection with this NIT and subsequent contract, including interpretation of its terms, shall be subject to the exclusive jurisdiction of the courts situated at Ahmedabad, Gujarat only. No other court shall have jurisdiction to entertain any suit, application, or proceedings.

#### **Clause 15 :-Payment on Termination**

In the event of termination of the contract under any provision, the ESIC shall be at liberty to get the **balance or remaining work executed at the risk and cost of the Contractor** through other means, including departmental execution or engagement of a third-party agency.

Any **dues payable to the Contractor**, if admissible, shall be released **only after the completion of the entire scope of work** as originally awarded, and after due **adjustment of:**

- Extra expenditure incurred by the Employer in completing the work,
- Liquidated damages, if applicable,
- Any recoveries against material, tools, or advance payments,
- Any outstanding statutory or contractual liabilities.

## **Clause 16:- Labour Laws to be Complied by the Contractor**

The Contractor shall strictly comply with all applicable labour laws and statutory provisions in force during the execution of the contract. This includes, but is not limited to, the following:

i. **License under Contract Labour Act**

The Contractor shall obtain and maintain a valid license under the provisions of the **Contract Labour (Regulation and Abolition) Act, 1970**, and the **Contract Labour (Regulation and Abolition) Central Rules, 1971**, from the competent licensing authority **prior to the commencement of work**, and shall ensure its validity until the completion of the contract. A copy of the license shall be submitted to the Engineer-in-Charge before the start of work.

ii. **Child Labour Prohibition**

The Contractor shall strictly adhere to the provisions of the **Child Labour (Prohibition and Regulation) Act, 1986, and amendments thereof**, shall ensure that **no child below the age of 14 years** is employed at the site of work in any manner whatsoever.

iii. The **Contractor shall be solely responsible** for the payment of **retrenchment compensation** to its workers in accordance with the provisions laid down under **Section 25F of the Industrial Disputes Act, 1947**. The contractor shall also be **fully liable to comply with all applicable provisions** of the **Industrial Disputes Act, 1947**, including, but not limited to, provisions relating to retrenchment, lay-off, discharge, dispute resolution, and notice requirements.

iv. The **Contractor shall be solely responsible** for labour laws, ESIC, EPFO etc.

v. **Compliance with BOCW Act and Cess Act**

The Contractor shall comply with the provisions of the **Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996**, and the **Building and Other Construction Workers Welfare Cess Act, 1996**, including payment of applicable **labour welfare cess at the prescribed rate** to the appropriate authority.

The Contractor shall maintain all required registers, records, and documents and produce the same for inspection by the Engineer-in-Charge or any statutory authority upon demand.

v. **Other Applicable Labour Laws**

The Contractor shall also comply with the relevant provisions of the following acts (with up-to-date revisions), wherever applicable:

- The Minimum Wages Act, 1948
- The Payment of Wages Act, 1936
- The Employees' Provident Fund and Miscellaneous Provisions Act, 1952
- The Employees' State Insurance Act, 1948
- The Equal Remuneration Act, 1976
- The Maternity Benefit Act, 1961
- The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
- Environment (Construction & Demolition) waste Management Rules 2025
- Any other law applicable for the time being in force

vi. **Consequences of Non-Compliance**

Any failure on the part of the Contractor to comply with the above statutory requirements shall be considered a **material breach of contract**, and shall attract appropriate **penal action**, including but not limited to:

- Withholding of payments,
- Forfeiture of Performance Security/Security Deposit,
- Termination of contract,
- Blacklisting or debarment,
- Recovery of liabilities from dues payable under this or any other contract.

The Contractor shall **indemnify the Employer** against all liabilities, penalties, losses, and claims arising due to non-compliance with any statutory requirements related to labour laws.

**Clause 17: - Safety, Site Maintenance, and Environmental Protection**

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

**I. Site Safety and Orderliness**

The Contractor shall exercise full responsibility for the safety of all persons lawfully entitled to be on the Site. The Site (to the extent under the Contractor’s control) and the Works (insofar as they are not completed or handed over to the Employer) shall be maintained in a neat, orderly, and safe condition to prevent any risk, injury, or hazard.

**II. Provision of Safety Measures**

The Contractor shall, at his own cost, provide, erect, and maintain all requisite safety arrangements including but not limited to lights, guards, fencing, warning notices, and night watching. These shall be installed as and when required by the Engineer-in-Charge or any statutory authority for the protection of the Works, the workforce, and the general public.

**III. Environmental Protection**

The Contractor shall take all necessary precautions to safeguard the environment both on and off the Site. This includes prevention of pollution, control of dust and noise levels, and the proper disposal of construction debris. The Contractor shall

avoid damage or nuisance to public or private property and shall comply with applicable environmental laws, including Central Pollution Control Board (CPCB) guidelines and relevant Bureau of Indian Standards (BIS).

#### **IV. Compliance and Penalties**

Non-compliance with any of the above provisions shall attract suitable action as per the terms of the contract, including but not limited to:

- a. Deduction of penalties as specified in the Schedule of Recovery.
- b. Immediate stoppage of work by the Engineer-in-Charge until compliance is ensured.
- c. Recovery of costs incurred by the department for rectification.
- d. Recommendation for termination of the contract in the event of repeated violations.

#### **Clause 18 :- Insurance of work by the contractor for his liability**

##### **I. Mandatory Insurance Coverage**

The Contractor shall, at his own cost, provide, maintain, and submit proof of insurance policies in the joint names of the Employer and the Contractor to cover the following throughout the duration of the Contract:

- a. Loss or damage to the Works, materials, plant, and equipment.
- b. Liability for death or injury to any person (including Contractor's or Employer's staff) and third parties.
- c. Damage to property arising out of acts attributable to the Contractor.

##### **II. Insurance During Demolition Work Period**

The Contractor shall be liable to maintain insurance coverage during the entire Demolition work Period for:

- a. Loss or damage to property or life arising from a cause for which the Contractor is responsible.

b. Loss or damage caused during the course of any repairs carried out in compliance with the Contractor's obligations under the Contract.

**III. Notification and Adequacy of Cover**

The Contractor shall notify the Insurance Company of any change in the nature, scope, or extent of the Works. It shall be his sole responsibility to ensure that the insurance coverage remains adequate at all times during the Contract period.

**IV. Submission of Documents**

Copies of all insurance policies, endorsements, and renewal documents shall be submitted to the Engineer-in-Charge within the time specified and as and when demanded.

**V. Failure to Insure**

In case the Contractor fails to effect or maintain the insurance as required under the Contract, the Employer may, without prejudice to any other right or remedy, arrange such insurance at the Contractor's risk and cost. The amount so incurred shall be recovered from any money due or to become due to the Contractor.

**Clause 19 :- Legal Responsibilities and Liabilities : Indemnity Against Losses and Claims**

The contractor shall be solely responsible for any loss, injury, or damage caused to any person, property, or public utility arising directly or indirectly out of or in connection with the demolition work.

The contractor shall indemnify and hold harmless the Employees' State Insurance Corporation (ESIC) against all claims, liabilities, damages, losses, costs, and expenses (including legal fees) arising out of:

- A. Injury or death of any workman, third party, or member of the public,
- B. Damage to adjoining or nearby buildings, structures, utilities, or any other property,
- C. Any claims under the Workmen's Compensation Act, Employees' State Insurance Act, or any other applicable laws or statutes.

The entire financial and legal responsibility, including payment of compensation, medical costs, or legal claims, shall rest solely with the contractor.

If any claims or legal proceedings are initiated by any aggrieved or injured party before any court, tribunal, or authority, it shall be the contractor's exclusive liability to defend, settle, and comply with the outcome at his own cost.

i. **General Indemnity**

The Contractor shall, except as expressly provided otherwise in the Contract, indemnify and hold harmless the Employer from and against all losses, claims, damages, liabilities, proceedings, costs, charges, and expenses whatsoever arising out of or in consequence of the execution and maintenance of the Works, and the remedying of any defects therein, in respect of:

- A. Death or injury to any person, including but not limited to workmen, site visitors, the Employer's personnel, or third parties;
- B. Loss of or damage to any property (other than the Works), whether public or private, movable or immovable;

when such incidents are caused by negligence, default, omission, or breach of statutory duty by the Contractor, his agents, manpower deployed by contractor, or subcontractors.

ii. **Legal Proceedings and Defence**

The Contractor shall, at his own expense, defend all claims or legal proceedings brought against the Employer in respect of the above and shall pay all litigation costs, court fees, legal expenses, and any compensation awarded by a court or settlement agreement.

iii. **Statutory and Labour Law Compliance**

The Contractor shall be responsible for compliance with all applicable labour laws, ESI, EPF, Minimum Wages Act, Workmen's Compensation Act, and any other statutory provisions. Any breach shall be deemed a default under the Contract and the Employer shall be indemnified against the consequences arising therefrom.

iv. **Indemnity Bond**

The Contractor shall furnish an Indemnity Bond in the prescribed format to affirm his legal obligations under this clause. The bond shall be submitted on non-judicial stamp

paper of appropriate value, duly notarized, and valid throughout the contract period, including the defect liability period.

v. **Accident or injury to Workmen**

The Employer shall not be liable for, or in respect of, any damages, compensation, or claims payable under any law for the time being in force to any workman or to any person employed by the Contractor in the execution of the Works, including but not limited to:

- a. Death or personal injury arising out of or in the course of employment, or
- b. Any liability under the Workmen's Compensation Act, 1923, the Employees' State Insurance Act, 1948, or any other applicable statutory provisions.

The entire responsibility in this regard shall rest with the Contractor, who shall indemnify and keep the Employer fully indemnified against all such claims, damages, costs, charges, penalties, or expenses whatsoever arising out of or in connection with any such accident, injury, or death.

**Clause 20:- Compliance with Statutes, Regulations**

The contractor shall, at his own cost and responsibility, obtain all necessary approvals, licenses, no-objection certificates (NOCs), and permissions from statutory authorities including but not limited to the Municipality, Police, Fire Department, and other local bodies, as may be required under applicable laws for the execution of demolition work.

The contractor shall:

- Issue all mandatory notices to concerned authorities as required by law,
- Arrange for and bear all statutory fees, taxes, and charges levied in connection with temporary obstructions, enclosures, hoardings, barricades, or any other site-related arrangements,
- Ensure compliance with all legal and safety requirements during execution of the work.

The cost of obtaining such permissions or clearances shall be deemed included in the contract. No extra payment shall be made by ESIC for obtaining approvals, except for statutory fees actually paid, which may be reimbursed on production of original receipts.

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.
- d) The Contractor shall be solely responsible for ensuring compliance with the various Labour Laws that may be in force from time to time. Any liability on this account and also any liability arising from non-observance of the same shall be met by the contractor at its risk and cost.

**vi. Default of Contractor in Compliance with Instructions**

If the Contractor defaults or neglects to comply with any lawful instruction issued by the Engineer-in-Charge under the provisions of the Contract, within the time specified therein or, if no time is specified, within a reasonable period as determined by the Engineer-in-Charge, then:

- a. The Employer shall, without prejudice to any other rights or remedies available under the Contract or under law, be entitled to get the work executed by engaging other agency(ies) or through departmental execution, at the risk and cost of the Contractor;

- b. All expenses incurred by the Employer in connection with such execution, as certified by the Engineer-in-Charge, shall be recoverable from the Contractor and may be deducted from any sums payable or which may become payable to the Contractor under the Contract;
- c. Such action by the Employer shall not absolve the Contractor of his responsibilities and liabilities under the Contract;
- d. The Engineer-in-Charge shall issue due notice in writing to the Contractor specifying the nature of the default, the instructions not complied with, and the action being taken by the Employer.

**Clause 21:- Health and Safety**

The Contractor shall at all times take all required precautions to maintain the health and safety of their personnel. Supervisory personnel of the Contractor shall be skilled / experienced to ensure that site is maintained safely and protected against any accidents.

**Clause 22:- Contractor's Superintendence**

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

**Clause 23:- Disorderly Conduct**

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

**Clause 24:- Manner of Execution**

The Contractor shall carry out the work:

- I. In the manner specified in the Contract /NIT
- II. Efficiently, diligently and in a proper workmanlike and careful manner, in accordance with generally accepted professional techniques and good practices.
- III. Observe sound management practices, and employ advanced technology and safe and effective equipment, materials and methods; and
- IV. With properly equipped facilities and non – hazardous Materials, except as otherwise specified in the Contract.

The contractor shall take all necessary precautions to ensure that the execution of work does not cause any nuisance, inconvenience, or hazard to the owners, tenants, or occupants of adjoining premises, or to the general public.

The contractor shall:

- Prevent environmental pollution including but not limited to smoke, dust, noise, vibration, or discharge of waste, by adopting appropriate pollution control measures and using suitable construction methodologies and equipment,
- Ensure that no damage or disturbance is caused to adjacent buildings, public or private properties, or utility services,
- Avoid obstruction to traffic, pedestrian movement, and access to nearby properties by taking measures such as proper signage, regulated material storage, and coordinated movement of machinery and vehicles.
- All operations shall be carried out in a manner that causes minimum hindrance to road users, local residents, business owners, and others in the vicinity of the site.

Non-compliance with this provision may lead to stoppage of work, imposition of penalties, or recovery of costs for any damages caused, at the discretion of the Engineer-in-Charge.

#### **A. Restoration of Damages and Disposal of Waste**

The contractor shall be responsible for making good, at his own cost and to the entire satisfaction of the Engineer-in-Charge, any damage caused to existing infrastructure during the execution of the work. This includes but is not limited to:

- Roads, footpaths, culverts, cross drainage works, and other public utilities,
- Private or public properties damaged directly or indirectly due to site activities or vehicular movement associated with the contractor's work.

All such repairs or restoration shall be executed promptly by the contractor using materials, workmanship, and specifications matching the original condition, or as directed by the Engineer-in-Charge.

Furthermore, the contractor shall ensure that all waste, debris, and surplus materials generated from the work are:

- Cleared from the site regularly,
- Disposed of safely and legally, at locations approved by the local authorities or the Engineer-in-Charge, without causing any inconvenience, obstruction, or environmental pollution.

No extra payment shall be made for such restoration and waste disposal activities. All related costs are deemed included in the contract price.

#### **Clause 25:- Adjustments for Changes in Legislation**

The **Contract Price** shall be adjusted to account for any **increase or decrease in cost** directly resulting from:

- The **introduction of new laws**,
- The **repeal or amendment** of existing laws,
- Changes in the **judicial interpretation**, or

These changes must materially affect the **contractor's cost of performing the works or obligations** under the contract.

#### **Conditions:**

- i. The contractor shall promptly notify the Employer in writing of any such change, along with adequate supporting documents and quantified impact on cost.
- ii. No claim under this clause shall be considered unless substantiated with proper justification, legal references, and audited cost data, if necessary.
- iii. The decision of the Engineer-in-Charge regarding the admissibility and extent of compensation shall be **final and binding**.

Particular Conditions of Contract (PCC)

Clause-1 :- Fixed Estimated Value and Payment Terms

The estimated value of the tender shall be treated as final and binding. No variation in quantity, escalation in rates, or additional payment on any account shall be admissible to the contractor. The work shall be executed on an “**as-is-where-is**” basis; hence, no measurements of the work executed will be undertaken for payment purposes.

No claim or request for revision of rates shall be entertained at any stage on account of:

- **Devaluation of salvage/retrieved material.**
- **Non-availability or lower quantity** of materials than assumed by the bidder.
- Poor condition or unsuitability of recovered material for reuse/resale.

**ESIC shall not be held responsible or liable** in any manner for:

- The **quality, quantity, or market value** of the dismantled materials.
- Any **losses incurred** by the contractor due to miscalculation or overestimation of salvage value;
- Any **variation in actual retrieval** versus the bidder’s expectation or assumptions.

The **contractor shall bear full responsibility** for proper assessment of all site conditions and salvaged material. No plea of ignorance or lack of information shall be accepted as a basis for claims or disputes during or after execution of the contract.

Payment to the contractor shall be made strictly as per the **stage payment schedule** stipulated in the Contract Agreement. No claims for deviation, extra items, or re measurement shall be entertained under any circumstances.

The **estimated cost quoted in the tender includes the anticipated recovery value of all salvageable/dismantled materials**, such as steel, wood, fittings, fixtures, etc. The contractor is **deemed to have inspected the site** prior to bidding and to have fully

understood the **quantum and nature of the salvageable material** involved in the scope of work.

**No request for increase or decrease in salvage value shall be entertained at any stage** of the contract. The responsibility of disposal, accounting, and valuation of dismantled material lies entirely with the contractor.

The contractor/bidder shall **not be entitled to seek or demand the basis, methodology, or calculation** adopted by ESIC in arriving at the estimated cost of the work. The estimated value is solely for internal administrative and budgeting purposes of ESIC and **shall not be challenged by the contractor at any stage, including in any court of law or arbitration proceedings.**

**Clause 2:- Stage Payment Schedule for Demolition Work**

<b>Stage No.</b>	<b>Description of Activity</b>	<b>Payment (% of Quoted Amount)</b>
<b>Stage 1</b>	<b>Mobilization</b> of manpower, equipment, barricading/fencing of site, installation of safety measures.	10%
<b>Stage 2</b>	Completion of <b>initial 25% demolition work</b> , including dismantling of non-structural elements and safe disposal of debris and reusable materials from site.	20%
<b>Stage 3</b>	Completion of <b>up to 50% demolition</b> , including partial removal of load-bearing structural components and related site clearance.	20%
<b>Stage 4</b>	Completion of <b>100% demolition</b> , including structural dismantling, removal of roof slabs, walls, columns, footings, and other major built-up areas.	30%

Stage No.	Description of Activity	Payment (% of Quoted Amount)
Stage 5	<b>Final site clearance</b> , disposal of all debris, removal of leftover salvageable materials, site leveling, and formal handing over of site in clean condition levelling of ground.	20%

**✂ Notes:**

1. **Engineer-in-Charge's certification** regarding the completion of each stage shall be **final and binding** on the contractor. No dispute or representation shall be entertained in this regard.
2. Payments shall be released **only upon written certification** from the Engineer-in-Charge after ensuring the specific stage has been completed in all respects, including safe removal and disposal of all material and compliance with safety/environmental norms.
3. The quoted rate of the contractor is **inclusive of the salvage value** of dismantled materials. No extra payment shall be made for the value or removal of reusable items.
4. **No measurements** shall be taken for billing purposes, as the work is to be executed on an “**as-is-where-is**” basis.
5. All statutory deductions such as **TDS, GST, Labour Cess, and any other recoveries** as per rules shall be made from each stage payment.
6. The contractor shall ensure **safe disposal of all debris and salvageable material** outside ESIC premises in compliance with local municipal and pollution control norms, at his own cost.

**Clause 3:- Final Certificate / Final Bill Payment**

**Within 28 (twenty-eight) days** of receipt of the Final Bill, along with a written discharge from the Contractor, the Engineer-in-Charge shall scrutinize and process the Final Bill for payment, subject to the following conditions and deductions:

- a. The amount certified shall be limited to the sum which, in the opinion of the Engineer-in-Charge, is **finally due and payable** to the Contractor under the terms of the Contract, after full execution of all contractual obligations.
- b. Deductions shall be made for **all penalties, compensations, and recoveries** as per the provisions of the Contract Agreement, including but not limited to delays, non-compliance, poor workmanship, or violation of statutory obligations.
- c. **All outstanding recoveries or liabilities** due from the Contractor shall be adjusted, including but not limited to:
  - Recovery of over payments or double payments made under earlier Running Account Bills,
  - **Liquidated damages**, if applicable,
  - **Cost of defective or substandard work** not rectified or replaced,
  - **Unadjusted advances**, if any,
  - **Un returned materials** issued by the department at stipulated recovery rates,
  - **Taxes, cess or levies** deductible at source or due to change in legislation during contract period.
  - Adjustments shall be made for **statutory variations** (such as changes in GST, labour laws, royalty, or EPF/ESIC rules) in accordance with contractual provisions.

The Engineer-in-Charge shall also ensure submission of all mandatory documents by contractor including:

- Site clearance certificate,
  - Labour compliance records,
  - Final completion certificate.
- d. No further claims shall be entertained after the submission and processing of the Final Bill unless expressly admitted in writing by the competent authority.

e. The Final Bill shall be **binding and conclusive** as to the amount due to the Contractor, except in case of fraud, arithmetical error, or material misstatement.

f. If the Contractor fails to submit the Final Bill within the prescribed time, the department shall be entitled to **prepare and settle the bill unilaterally**, based on available records.

**Clause 4 : Deposit in Case of Abnormally Low or Negative Quote, Additional BG, and Forfeiture Conditions**

**I. Deposit for Abnormally Negative or Net Payable Rates:**

In cases where the contractor quotes abnormally low or negative rates such that, based on the estimated quantities and quoted rates, a net amount becomes payable by the contractor to ESIC, the contractor shall, prior to the commencement of work, deposit 100% of such net payable amount into **ESIC Fund Account No. 1**. No work shall be permitted to commence until such deposit has been made in full.

**II. Additional Performance Guarantee for Quoted Rates below 80% of Estimated Cost:**

As per **Clause 11 (IV) of the General Conditions of Contract (GCC)**, where the total quoted amount is more than **20% below the estimated cost**, the contractor shall submit an **Additional Performance Guarantee** in the form of a **Bank Guarantee**, equal to the percentage deviation beyond 20%.

This shall be submitted **prior to execution of the agreement** and shall be **in addition to** the Performance Guarantee (PBG) and Security Deposit (SD) mandated under the contract.

**III. Forfeiture in Case of Breach or Non-performance:**

If the contractor fails to commence or execute the work in accordance with the terms and conditions of the contract, or breaches any contractual obligation, **the entire amount deposited in ESIC Fund Account No. 1**, along with the **Performance Guarantee (PBG), Security Deposit (SD), and any Additional Bank Guarantee**, shall stand **absolutely forfeited in favour of ESIC**, without any further notice or recourse.

### **Clause 5:- Statutory Taxes, Duties, Levies, and Cess**

- i. The rates quoted by the Contractor shall be **deemed to be inclusive of**:
  - All costs related to manpower, materials, tools, plants, equipment, overheads, profits, and
  - All applicable taxes, duties, levies, and cess, including but not limited to:
    - **Goods and Services Tax (GST)**
    - **Labour Welfare Cess @ 1%** under the **BOCW Welfare Cess Act, 1996**
    - **ESI, EPF contributions**, insurance premiums
    - **Any other statutory obligations**, central or state.
- ii. The Contractor shall bear and pay all such statutory liabilities in connection with the execution of the contract. **No claim shall be entertained by ESIC** on account of any such obligations, whether existing or arising during or after execution.
- iii. However, **in case of any revision** in statutory rates of taxes or levies **after the last date of tender submission**, the same shall be **adjusted (either upward or downward)** on production of documentary evidence and subject to verification and approval of the **Engineer-in-Charge**.
- iv. Adjustments shall be admissible **only for those taxes or duties clearly identifiable and explicitly mentioned** in the price bid. **No adjustment** shall be allowed for non-declared or assumed taxes.
- v. The Contractor shall keep himself fully informed of and comply with all prevailing laws, rules, and regulations of the **Central Government, State Government, and Local Authorities** applicable to this contract.

### **Clause 6:- Authority of Engineer-in-Charge to Modify Interim Payment Certificates**

The **Engineer-in-Charge** shall have the absolute authority and discretion to **review, modify, correct, or withhold** any amount certified under a previous **Interim Payment Certificate**, in order to account for:

- Errors in measurements or calculations,
- Over payment,
- Work found to be of **unsatisfactory quality**, or not executed in accordance with the contract specifications, drawings, or instructions,
- Non-compliance with any contractual condition by the Contractor.

If, upon such review, it is found that **any amount has been paid in excess**, or the value of work is required to be reduced due to non-compliance or substandard execution, the Engineer-in-Charge shall have the right to:

- **Recover the excess amount** by withholding an equivalent sum in the subsequent Interim or Final Payment Certificates; and/or
- If no further payments are due, **recover such amount from the Performance Security Deposit (PSD)** or Security Deposit or any other dues payable to the Contractor under this or any other contract.

This authority is conferred in line with **Clause 7 and Clause 9 of CPWD GCC 2020**, and is to ensure that public funds are disbursed only against verifiable and quality-compliant work. All such adjustments and recoveries shall be duly notified in writing to the Contractor, specifying the basis and quantum of adjustment.

The Contractor shall have no claim for interest or compensation on account of such correction, reduction, or recovery.

### **Clause 7: Extra / Substituted / Additional Items and Variations**

Since the work is to be executed on an “as-is-where-is” basis, and the estimated cost quoted in the tender is fixed, final, and inclusive of all contingencies, the contractor shall not be entitled to any payment or claim for:

- Extra items,
- Substituted or deviated items,

- Additional work,
- Variations in scope or quantity,
- Unforeseen conditions.

No deviation statement, supplementary item list, or revised BOQ shall be issued or considered under this contract. The entire scope of work shall be executed within the quoted lump-sum rate, irrespective of the quantum or condition of structures and materials at the site.

The contractor is deemed to have inspected the site, understood the scope, and quoted accordingly. Any claim on account of changes in physical site conditions, salvageable material, dismantling challenges, or unforeseen work shall not be entertained under any circumstances.

The Engineer-in-Charge's interpretation of the scope of work shall be final and binding on the contractor.

### **Clause -8 :-Time for Completion, Delay Penalty & Extension of Time**

#### **I. Time for Completion**

Time is the essence of the contract. The contractor shall commence the work on the date specified in the Letter of Award/Work Order or the date of handing over of the site, whichever is later. The contractor shall complete the entire scope of work within the stipulated period of **06 months** from the date of commencement, including all preparatory and finishing activities.

#### **II. Compensation for Delay (Penalty)**

In the event of failure to complete the work within the stipulated time or extended time as may be granted by the competent authority, and if such delay is attributable to the contractor, the contractor shall be liable to pay compensation under **Clause 4 of GCC**.

#### **III. Extension of Time (EOT)**

In the event of delay in the execution of the work arising due to reasons beyond the control of the Contractor, the Contractor shall immediately, but in any case, not later than 15 (fifteen) days from the date of occurrence of the cause of such delay,

make a written application to the Engineer-in-Charge, stating clearly the specific reasons and the period for which extension is sought.

The said request shall be examined in accordance with the provisions of **Clause 3** of the General Conditions of Contract, and the Engineer-in-Charge shall forward his recommendations, along with supporting justification and hindrance records, to the competent authority for consideration.

The Authority Competent to grant such extension of time shall be the Regional Director, ESIC Regional office, Ahmedabad whose decision in this regard shall be final, conclusive and binding on the Contractor.

It is clarified that the extension of time, if granted, shall not be deemed to be a waiver of the right of the ESIC to levy compensation under **Clause 4** of the GCC for delay attributable to the Contractor.

iv. **No Escalation / Price Adjustment Clause**

The rates quoted by the contractor shall be firm and final and shall not be subject to any escalation on account of increase in prices of materials, labour, POL (Petrol, Oil & Lubricants), statutory taxes, duties, levies, or any other reason whatsoever during the entire currency of the contract, including the extended period, if any.

No claim on account of fluctuation in market rates or statutory taxes (except those specifically provided for) shall be entertained under any circumstances.

**Clause -9 :-Hindrance Register**

The contractor shall maintain a **Hindrance Register** at the site, wherein all delays and reasons thereof shall be recorded and jointly acknowledged by the contractor and the Engineer-in-Charge. This register will be treated as a reference while considering extension of time.

**Clause 10: Responsibility for Statutory Approvals**

The Contractor shall obtain, at his own cost, all necessary permissions, clearances, and approvals required from the **local authorities, municipal corporations, State Pollution Control Board (SPCB), Central Pollution Control Board (CPCB)** (where applicable), **Fire Department, local electricity distribution agency**, and any other competent

authority prior to commencement of demolition work in accordance **with Clause 20** of General Conditions of Contract (GCC).

The Contractor shall also ensure compliance with the provisions of the **Construction and Demolition Waste Management Rules, 2016** (as amended), **Solid Waste Management Rules, 2016**, **Noise Pollution (Regulation and Control) Rules, 2000**, and all relevant environmental and labor laws in accordance **with Clause 20** of General Conditions of Contract (GCC).

No extra payment shall be made on this account. Delay in obtaining such permissions shall not constitute a ground for extension of time.

### **Clause 11: Safety and Risk Management**

The Contractor shall ensure strict adherence to all provisions of the **Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996**, **CPWD Safety Code**, and all applicable labor welfare legislations in accordance **with Clause 16, Clause 17 & Clause 18** of General Conditions of Contract (GCC).

The Contractor shall take adequate safety precautions for the protection of workers, adjoining property, public, and infrastructure. This includes installation of appropriate **scaffolding, safety nets, barricades, warning signage**, and provision of **PPE (Personal Protective Equipment)** to all personnel.

Any accident or mishap occurring during the course of demolition shall be the sole responsibility of the Contractor in accordance **with Clause 19** of General Conditions of Contract (GCC), and the Employer (ESIC) shall not be held liable in any manner.

### **Clause 12: Debris Disposal and Site Clearance**

All debris generated during demolition shall be cleared and transported promptly by the Contractor to a designated **authorized dumping ground** or **C&D Waste Recycling Facility** approved by the local authority or SPCB.

Under no circumstances shall debris be dumped on roadsides, open land, or any unauthorized location.

### **Clause 13: Nuisance Control and Environmental Protection**

The Contractor shall ensure that the demolition activity does not cause **air, water, or noise pollution** beyond permissible limits. The use of **water sprinklers, dust suppression nets, and low-noise machinery** is mandatory during demolition operations.

The Contractor shall comply with CPCB/SPCB guidelines on **mitigation of dust and particulate matter**, and submit a **Pollution Mitigation Plan** before execution and execute the work in accordance to Special Condition of Contract (SCC).

Non-compliance shall result in stoppage of work and imposition of penalties as decided by the Competent Authority.

### **Clause 14: Utilities and Disconnections**

The Contractor shall ensure proper disconnection of **electricity, water supply, sewerage, telecom lines, and other public utility services** before commencement of demolition. Coordination with utility service providers and obtaining NOCs shall be the Contractor's responsibility in accordance with **Clause 24** of GCC.

Any damage caused to adjacent utilities or properties shall be made good at the Contractor's own cost.

### **Clause 15: Demolition Plan and Method Statement**

Before commencement, the Contractor shall submit a **Demolition Plan and Method Statement** including the sequence of demolition, safety measures, equipment to be used, noise and dust control measures, and emergency response procedures. The plan must be approved by the Engineer-in-Charge prior to execution.

### **Clause 16: Controlled Demolition (Without Use of Explosives or Blasting Devices)**

The demolition of the building(s) shall be carried out strictly through controlled manual or mechanical means, without the use of any explosive material or blasting techniques, irrespective of the structural type or condition.

The contractor shall deploy appropriate machinery, tools, and methods that ensure safe, gradual, and controlled dismantling of the structure in accordance with the approved

demolition methodology. The methodology shall be submitted to the Engineer-in-Charge for approval prior to commencement of work.

The demolition shall be executed in a manner that:

- Prevents collapse or uncontrolled failure of any part of the structure;
- Ensures the safety of workers, adjoining properties, and the public;
- Minimizes noise, dust, and vibration as per applicable Pollution Control Board and Municipal norms;
- Complies with all relevant safety codes and building bye-laws.

Any violation involving use of blasting materials or uncontrolled demolition methods shall result in immediate termination of the contract, forfeiture of performance security, and initiation of penal/legal action at the risk and cost of the contractor.

#### **Clause 17: Insurance**

The Contractor shall, at his own cost, obtain and maintain during the execution of work, suitable **Contractor's All Risk (CAR) insurance, third-party liability insurance, and worker compensation insurance** covering risks related to demolition and other insurances in accordance **with Clause 18** of General Conditions of Contract (GCC).

#### **Clause 18: Statutory Compliance and Liability for Penalties**

The Contractor shall be solely responsible for ensuring full compliance with all applicable **statutory provisions, environmental regulations, municipal bye-laws, safety codes**, and guidelines issued by **local bodies, State/Central Pollution Control Boards, Municipal Authorities**, and other competent authorities during the execution of the demolition work.

In the event of any **penalty, fine, or legal action** imposed by any statutory authority due to non-compliance, negligence, or violation of rules by the Contractor, the same shall be borne entirely by the Contractor.

The Contractor shall **indemnify and hold harmless the Employer (ESIC)** from and against any claims, damages, losses, penalties, proceedings, or legal expenses arising out of such default in accordance **with Clause 19 & Clause 20** of General Conditions of Contract (GCC).

If any amount is imposed or recovered by way of penalty or order by such authorities, **ESIC shall have the right to recover the same from the dues/payments/security deposit/performance guarantee** of the Contractor, without prejudice to other legal remedies available to the Department.

**Note:-** No residential accommodation shall be provided to any of the staff engaged by the contractor. The contractor shall also not be allowed to erect any temporary set up for staff in the campus.

#### **Clause 19:- Cost and Penalty for Non-Compliance with Barricading Requirements**

The contractor shall bear the entire cost of providing, maintaining, and removing the temporary barricading as specified. No extra payment shall be made under any circumstances for this activity. All associated expenses shall be deemed to be included in the contract rates quoted by the contractor.

Failure to comply with this requirement shall be considered a serious breach of safety and site control obligations. In the event that the contractor executes any portion of the work without proper barricading, a penalty amounting to 5 % of the value of the work executed without barricading shall be levied and recovered from the contractor's running or final bill, at the discretion of the Engineer-in-Charge.

This penalty shall be without prejudice to the right of the Employer (ESIC) to stop the work, impose further penalties, or take any other action as per the terms and conditions of the contract.

## **SPECIAL CONDITION OF CONTRACT (SCC)**

### **Environmental Compliance Conditions for Demolition Work**

*(In accordance with the Hon'ble National Green Tribunal Order dated 04.12.2014 and other applicable environmental regulations)*

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#### **1. Preamble**

In view of the directions issued by the Hon'ble National Green Tribunal (NGT) in Original Application No. 21/2014 (Vardhman Kaushik vs. Union of India & Ors.) dated 04.12.2014, and as per the Construction & Demolition Waste Management Rules, 2016, and CPWD Office Memorandum No. DG/MAN/315 dated 24.11.2020, the following special environmental compliance conditions shall be strictly followed by the contractor during execution of any demolition activity.

#### **2. Applicability**

These conditions shall apply to all demolition-related works under this contract, including site clearance, dismantling, debris handling, and transportation.

#### **3. Special Environmental Conditions**

##### **3.1 Dust Suppression Measures**

- Regular water sprinkling must be carried out at the demolition site using water tankers fitted with sprinkler systems to prevent dust emissions.
- No dry mechanical demolition shall be permitted without adequate dust control measures in place.
- Fine debris, loose materials, and demolition waste shall be wetted and/or covered immediately using tarpaulin or other suitable materials to avoid air pollution.

##### **3.2 Enclosure and Covering of Worksite and Debris**

- Demolition zones must be completely enclosed using green shade netting, dust screens, or barricades to prevent dust dispersion and ensure safety.
- All debris and salvageable materials temporarily stored at site shall be covered with tarpaulin or geotextile fabric.
- Vehicles transporting debris shall be covered using proper tarpaulin to prevent dust, spillage, and littering during transit.

### **3.3 Waste Segregation and Disposal**

- Debris shall be segregated at source into recyclable, reusable, and non-recyclable materials.
- Disposal of waste shall only be carried out at authorized C&D waste disposal or recycling facilities, with proof of disposal submitted to the Engineer-in-Charge.
- Under no circumstances shall debris be dumped on public land, drains, water bodies, or unauthorized locations.

### **3.4 Ban on Open Burning**

- Burning of debris, waste, or any other material at the site is strictly prohibited.
- Any violation shall invite penalties under applicable environmental laws.

### **3.5 Safety and Occupational Health Compliance**

- Workers engaged in demolition shall be provided with and must use safety gear such as dust masks, gloves, helmets, and protective eyewear.
- The contractor shall implement and monitor standard occupational health and safety practices as per IS 3764 and CPWD safety manuals.

### **3.6 Ambient Air Quality Monitoring (as applicable)**

- If mandated by the Engineer-in-Charge or statutory authority, the contractor shall arrange monitoring of PM10 and PM2.5 levels during demolition, through a NABL-accredited agency.
- Monitoring results shall be submitted periodically for record and compliance.

### **3.7 Compliance Responsibility and Penalties**

- The contractor shall bear full responsibility for compliance with environmental rules, guidelines, and local municipal laws.
- Any fine, penalty, or prosecution imposed by Pollution Control Boards, local authorities, or NGT due to non-compliance shall be borne by the contractor.
- The contractor shall indemnify ESIC against any legal, financial, or reputational consequences arising out of violations by the contractor or its personnel.

## **4. Final Clearance and Compliance Certificate**

Before handing over the site, the contractor shall ensure complete removal of debris and submit a certificate of proper disposal from the local authority or disposal site operator. The

Engineer-in-Charge reserves the right to withhold payment or security deposit until full compliance is ensured.

**5. Reference Documents applicable on this contract**

- NGT Order dated 04.12.2014 in O.A. No. 21/2014
- Construction and Demolition Waste Management Rules, 2016
- CPWD OM No. DG/MAN/315 dated 24.11.2020
- CPCB Guidelines on C&D Waste Management

**Note: These conditions shall form an integral part of the agreement and are enforceable under the terms of contract. Non-compliance shall be treated as breach of contract.**

## Contract Agreement

**(To be signed between ESIC and the Contractor on Non – Judicial Stamp Paper of minimum Rs. 500/-)**

This Agreement (hereinafter referred to as the “Contract Agreement”) is made on ..... between Employees’ State Insurance Corporation, Regional office, Ashram Road Ahmedabad, Gujarat(hereinafter call the ‘Client’ or “ESIC”, which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns ) of the One Part and M/s ..... ( hereinafter called the ‘Contractor or Agency’ which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns ) of the Other Part ( the client and the Contractor are hereinafter collectively referred to as “Parties” and singly as “First Party and “Second Party” respectively ).

### **Whereas**

- A. The Client is desirous of engaging work **“Demolition of Existing Building as listed in Annexure- B of NIT on "As-Is-Where-Is" Basis Including Disposal of Debris and re filling of Basement area of Dispensary Building with Good Earth at ESIC Hospital, Naroda, Ahmedabad, Gujarat. . ”**
- B. The detailed scope of work is outlined under the **ESIC’s Requirements (Appendix A of NIT and other conditions mentioned in the NIT).**
- C. The Contractor has participated in the bidding process, conducted by the Client through **e-tendering mode**, based on its professional expertise and by demonstrating the **requisite technical competence and financial capability** to fulfil the Client’s requirements.

The Client after due evaluation of the bids has agreed to award the contract for the work of **Notice Inviting Tender (NIT) for Demolition of Existing Building as listed in Annexure- B of NIT on "As-Is-Where-Is" Basis Including Disposal of Debris and re filling of Basement area of Dispensary Building with Good Earth at ESIC Hospital, Naroda, Ahmedabad,**

**Gujarat** to M/s ..... subject to and on terms and conditions set forth in this Contract Agreement.

**NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties do hereby agree as follows:**

**1. Definitions and Interpretation**

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

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

- (vii) “Drawings” means all the completion drawings, calculations and technical information of a like nature provided by the Engineer to be Contractor under the Contract and all drawings, calculations, samples, patterns, and other technical information of a like nature submitted by the contractor and approved by the Engineer.
- (viii) “Bill of Quantities” means the priced and completed bill of quantities Forming part of the tender / bid.
- (ix) “Tender” means the Contractor’s priced offer to the Client for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the contract, as accepted by the Letter of Acceptance. The work Tender is synonymous with “Bid” and the words “Tender Documents” with “Bidding Documents”.
- (x) Client’s Requirements shall mean the broad requirements of ESIC set forth in Appendix ‘A’ hereto and which in relation to the SR work, are required to be fulfilled and complied with by the Contractor in terms of this Contract.
- (xi) General Conditions of Contract or GCC shall mean the General Conditions of Contract as set forth in Appendix – ‘B’ to this Contract.
- (xii) Particular Conditions of Contract or PCC shall mean the particular conditions of Contract as set forth in Appendix – ‘C’ to this Contract.

## **2. Time for Completion**

The period for completion of work shall be shall be for a period of **06 months** or as mentioned in the letter of commencement and shall start from the date of issue of letter of commencement (or mentioned in the letter of award).

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

In the event of delay in the execution of the work arising due to reasons beyond the control of the Contractor, the Contractor shall immediately, but in any case, not later than 15 (fifteen) days from the date of occurrence of the cause of such delay, make a

written application to the Engineer-in-Charge, stating clearly the specific reasons and the period for which extension is sought.

The said request shall be examined in accordance with the provisions of **Clause 3** of the General Conditions of Contract, and the Engineer-in-Charge shall forward his recommendations, along with supporting justification and hindrance records, to the competent authority for consideration.

The Authority Competent to grant such extension of time shall be the Regional Director, ESIC Regional Office, Ahmedabad, whose decision in this regard shall be final, conclusive and binding on the Contractor.

It is clarified that the extension of time, if granted, shall not be deemed to be a waiver of the right of the ESIC to levy compensation under **Clause 4** of the GCC for delay attributable to the Contractor.

4. *Demolition work* shall refer to the complete set of obligations and tasks to be undertaken by the Contractor, including **planning, safety measures, provision of required tools, tackles, and equipment**, and the execution and completion of each item of work in all respects, as per the terms of the Contract. This includes all **materials, services, and activities**—whether explicitly stated or reasonably implied—that are necessary for the **effective execution and completion** of the work by the Contractor in accordance with this Contract.
5. No modification or amendment to this Contract, including any of its Appendices, shall be valid or enforceable unless it is **expressly agreed upon in writing, dated, and duly executed** by the authorized representatives of both Parties.
6. In the event of any conflict or inconsistency between the provisions of this Contract Agreement and those contained in any of its Appendices, the **provisions of this Contract Agreement shall prevail**.
7. In the event of any conflict or inconsistency between any provisions of PCC and GCC, the provisions of PCC shall prevail.
8. This Contract Agreement and the following documents attached hereto shall be deemed to form an integral part of this Contract.

- (i) This Contract Agreement
- (ii) ESIC Requirements – Appendix ‘A’.
- (iii) GCC – Appendix ‘B’
- (iv) PCC – Appendix ‘C’
- (v) SCC
- (vi) Information and Instructions to Bidders
- (vii) Integrity Pact / Agreement
- (viii) Letter of Transmittal and Tender
- (ix) Technical and Financial Bids
- (x) NIT documents

9. This Contract Agreement, along with all documents forming part of the Contract and relating to this work, shall be construed as **mutually explanatory**. Unless otherwise expressly stated in this Contract Agreement, in the event of any **conflict or inconsistency** among the documents, the following order of precedence shall apply:  
This Contract Agreement

- i. Requirements
- ii. PCC
- iii. Financial Bid / BOQ
- iv. GCC
- v. SCC

## **10. Execution of the Works**

The Contractor agrees and undertakes to execute the **Notice Inviting Tender (NIT) for Demolition of Existing Building as listed in Annexure- B of NIT on "As-Is-Where-Is" Basis Including Disposal of Debris and re filling of Basement area of**

**Dispensary Building with Good Earth at ESIC Hospital, Naroda, Ahmedabad, Gujarat** , complete in all respects, under and in accordance with this Contract.

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

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

- (a) In consideration of the payments to be made by the Client as specified in this Contract, the Contractor covenants and undertakes to perform the **Demolition of Existing Building as listed in Annexure- B of NIT on "As-Is-Where-Is" Basis Including Disposal of Debris and re filling of Basement area of Dispensary Building with Good Earth at ESIC Hospital, Naroda, Ahmedabad, Gujarat.** The Contractor shall execute the assignment with **due diligence**, ensure completion in all respects, in accordance with the provisions of this Contract.; and
- (b) The Client hereby covenants to pay to the Contractor in consideration of his performance in terms and under this Contract, the contract price at the times and in the manner prescribed in the Contract.

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

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

## **12. Effective Date**

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

- (i) Furnishing of the Performance Guarantee by the Contractor to the Client in accordance with PCC; and
- (ii) Signing of the Contract Agreement by the Client and the Contractor.

**13. DISCLAIMER**

It is expressly understood and agreed between the **Contractor** and the **Client** that the Client is entering into this Contract solely on its **own behalf** and **not on behalf of any other person or entity**. In particular, it is clearly understood that the **Government of India is not a party to this Contract** and bears **no liabilities, obligations, or rights** under it. The Client is an **independent legal entity**, fully empowered and authorized to enter into contracts **in its own capacity** under applicable laws. The Contractor expressly acknowledges and agrees that the Client is **not an agent, representative, or delegate** of the Government of India.

Furthermore, it is understood and agreed that the **Government of India shall not be held liable** for any acts, omissions, breaches, or other matters arising out of or related to this Contract.

Accordingly, the Contractor **expressly waives and relinquishes** any and all actions, claims, including cross-claims, impleader claims, or counterclaims, **against the Government of India** arising out of or related to this Contract, and **covenants not to initiate any legal proceedings** against the Government of India in this regard.

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

**For and on behalf of ESIC**

**For and on behalf of Contractor**

.....

.....

Name :

Name :

Designation :

Post :

Address :

Official Seal

Witness :

Signature :.....

Name :

Address :

Address :

Official Seal

Witness :

Signature : .....

Name :

Address :

**INTEGRITY PACT**  
**(On Bidder's Letter Head)**

**To,**  
**The Regional Director**  
**ESI Corporation**  
**Panchdeep Bhawan**  
**Ahmedabad, Gujarat.**

**Subject: Demolition of Existing Building as listed in Annexure- B of NIT on "As-Is-Where-Is" Basis Including Disposal of Debris and re filling of Basement area of Dispensary Building with Good Earth at ESIC Hospital, Naroda, Ahmedabad, Gujarat.**

**Dear Sir,**

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

I / We agree that the Notice Inviting Tender (NIT) No..... is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I / We will stand disqualified from the tendering process. I / We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender / bid is finally accepted by ESIC. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Section 1 to 10 of the enclosed Integrity Agreement.

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

**Yours faithfully**  
**(Duly authorized signatory of the Bidder)**

**INTEGRITY PACT**

**To,**

.....,  
.....

**Subject: - Demolition of Existing Building as listed in Annexure- B of NIT on "As-Is-Where-Is" Basis Including Disposal of Debris and re filling of Basement area of Dispensary Building with Good Earth at ESIC Hospital, Naroda, Ahmedabad, Gujarat.**

**Dear Sir,**

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

The subject Notice Inviting Tender (NIT) No.....is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

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

Yours faithfully

**Regional Director,  
ESI Corporation  
Panchdeep Bhawan  
Ashram Road, Ahmedabad-380009**

## INTEGRITY PACT

(To be signed between ESIC and the Contractor on Non – Judicial Stamp Paper of minimum Rs. 500/-)

**Between**

**Employee State Insurance Corporation (ESIC) hereinafter referred to as "The Principal",**

**and**

M/S \_\_\_\_\_ hereinafter referred to as "**The Bidder/ Contractor**"

### Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **Demolition of Existing Building as listed in Annexure- B of NIT on "As-Is-Where-Is" Basis Including Disposal of Debris and re filling of Basement area of Dispensary Building with Good Earth at ESIC Hospital, Naroda, Ahmedabad, Gujarat.** The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness /transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 - Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept,

for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal

as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Suppliers" is placed at (page nos. 6-7) Foreign.
  - e) The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

### **Section 3 - Disqualification from tender process and exclusion from future contracts.**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (page nos. 8-17).

### **Section 4 - Compensation for Damages.**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 - Previous transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

#### **Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors**

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) /Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

## **Section 8 - Independent External Monitor**

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Director General, ESIC.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director General, ESIC and recuse himself / herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the Director General, ESIC within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Director General, ESIC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Director General, ESIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

### **Section 9-Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Director General, ESIC.

### **Section 10- Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Ahmedabad.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

**(For & On behalf of the Principal)**

**(For & On behalf of Bidder /Contractor)**

(Office Seal)

(Office Seal)

**Place** \_\_\_\_\_

**Date** \_\_\_\_\_

**Witness 1:**

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

**Witness 2:**

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

**Independent External Monitor (IEM) for overseeing and implementation of Integrity Pact in ESIC :-**

1. **Shri Vidya Bushan Kumar (IFoS) Retd** (Mob 9779156123, 7899294433, E-mail Id [vbkifs@gmail.com](mailto:vbkifs@gmail.com), [vbk33@yahoo.com](mailto:vbk33@yahoo.com) )
2. **Dr Sarat Kumar Acharya, Ex CMD, NLC** (Mob No 9442118060,8754498285, Email Id:- [sarat777@rediffmail.com](mailto:sarat777@rediffmail.com))

## FORM OF PERFORMANCE GUARANTEE

### (BANK GUARANTEE BOND)

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

1. We ..... (*Indicate the name of Bank*) ..... (Hereinafter referred to as "Bank") hereby undertake to pay to the ESIC an amount not exceeding Rs..... (Rupees .....) only on demand by the ESIC.
2. We ..... do hereby (indicate the name of Bank) undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees .....) only.
3. We, the said bank further undertakes to pay the ESIC any money so demands notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We ..... (*indicate the name of the Bank*) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it

shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till ESIC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.

5. We ..... (Indicate the name of Bank) further agree with the ESIC that the ESIC, i.e. First Party shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Corporation or any indulgence by the Corporation to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) i.e. Second Party.
7. We ..... (Indicate the name of bank) lastly undertake not to revoke this guarantee except with the previous consent of the Corporation in writing.
8. This guarantee shall be valid up to ..... unless extended on demand by Corporation. Now withstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. .... (Rupees .....) only and unless a claim in writing is lodged with us within six months of the date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.

**Dated, the .....Day of..... For.....(Indicate the name of the Bank)**

**INDEMNITY BOND**

**(To be signed by Successful Bidder)**

This Indemnity Bond is executed on this \_\_\_ day of \_\_\_\_\_, 20, by M/s \_\_\_\_\_ (hereinafter referred to as the “Contractor”) in favour of the Employees’ State Insurance Corporation (ESIC), through Regional Director, ESIC Regional office, Ahmedabad, Gujarat.

WHEREAS the Contractor has been awarded the work titled “\_\_\_\_\_” vide Work Order No. \_\_\_\_\_ dated \_\_\_\_\_, and is bound by the terms and conditions contained in the tender/contract.

NOW THEREFORE, in consideration of the said work, the Contractor agrees to indemnify and hold harmless the ESIC / Client from all claims, losses, damages, injuries, or liabilities arising out of:

1. Death or injury to any person;
2. Loss or damage to any property (other than the Works);
3. Any violation of statutory obligations by the Contractor mentioned in the GCC and PCC;
4. Any act of negligence, misconduct, or omission on the part of the Contractor or his personnel.

The Contractor shall indemnify and keep indemnified ESIC, its officers, officials, and employees against all losses, damages, claims, liabilities, legal proceedings, costs, and expenses arising out of or in connection with the execution of the work. This includes, but is not limited to, any injury or damage to persons, property, or third parties caused due to negligence, omissions, or default of the Contractor, its employees, agents, or subcontractors.

The Contractor shall be solely responsible for compliance with all applicable laws, rules, and regulations, including labour laws, safety norms, and environmental regulations. Any liability arising due to non-compliance shall be borne by the Contractor.

ESIC shall not be responsible for any loss or damage to the Contractor's equipment, materials, or personnel during the execution of the work. The Contractor shall take adequate insurance coverage for the work, workers, and third-party risks.

The indemnity shall remain valid and binding even after completion of the work or termination of the contract.

IN WITNESS WHEREOF, the Contractor has set his hand on this Bond on the day, month, and year first above written.

**Signature of Contractor:** \_\_\_\_\_

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

Address: \_\_\_\_\_

**Witnesses:**

1. Signature: \_\_\_\_\_ Name: \_\_\_\_\_

## ANNEXURE-B

### LIST OF BUILDINGS AND PROPERTIES

1. Demolition of Block A (B+G+2) story building in which D-49 dispensary is running and Block D (kitchen), Ground floor building of the ESIC Hospital building. Also Block-A Basement area shall be refilled with good earth.
2. Demolition of 87 Nos of all staff quarters at hospital premises.
3. The scope of work includes refilling of the basement area and the corridor connecting the Dispensary Building and the Hospital Building with good earth. Any other basement or underground portion encountered below the demolished structures shall also be refilled by the Contractor at no extra cost to ESIC.
4. Google coordinate : Longitude 23.09022831, Latitude 72.66010553

## Technical Bid Forms

### ANNEXURE- 'C'

#### CHECK LIST OF THE DOCUMENTS

##### List of Documents to be Scanned and Uploaded During Bid Submission

All bidders are required to scan and upload the following documents within the bid submission period.

Bidders must ensure that each of the documents listed below is properly enclosed and uploaded on the tender portal. Failure to submit any of the mandatory documents may render the bid ineligible for evaluation and lead to disqualification from the tender process.

S No.	Item		Confirm (Yes/No)
1	Check list of the documents Annexure- C		
2	EMD (Hard copy of EMD to be submitted in ESIC Regional office on or Before dates as mentioned in NIT)		
3	Tender form with complete technical bid and financial bid, with all pages serially numbered, signed and stamped on each page		
4	Experience of Company <b>Form-A</b> (Separate for each work)		
5	Performance report of individual work referred to in Form "A" – <b>Form B</b>		
6	Audited Balance sheet of last three years with details of annual turnover, profit/loss account etc.		
7	Financial Information <b>Form-C</b>		
8	Structure & Organization <b>Form- D</b>		
9	Self-Declaration certificate <b>Form-E</b> (On Letterhead of the Bidder)		

10	Undertaking for acceptance of tender conditions and declaration of compliance <b>Form -F</b>		
11	Letter of Transmittal <b>Form-G</b> (On Bidder's Letter Head)		
12	Attested Photo copy of PAN Card		
13	GST registration certificate with details of the last Payment ( <b>Feb/March 2026</b> )		
14	Income Tax return of the firm for last three Financial Years (i.e. FY 2022-23, 2023-24,2024-25)		
15	ESI Registration Certificate copy and last 06 months payment slip to ESIC ( <b>From Oct 2025 to March 2026</b> )		
16	EPF Registration Certificate copy & last 06 months payment slip to EPFO ( <b>From Oct 2025 to March 2026</b> )		
17	Complete bank details /Cancelled cheque		
18	Other Documents (if any) in support of contracts fulfilled in last 7 years along with their values in support of the experience and financial credibility		

**Note:**

The **original EMD (Earnest Money Deposit)** must be submitted **on or before the date and time specified in the NIT**. Failure to do so will result in **summary rejection of the bid**.

**Bidders are advised to:**

- **Carefully read** all instructions and requirements mentioned in the **Technical Bid Forms** before filling them.
- **Avoid overwriting** or corrections in the forms.

- Ensure that all details filled in are **clear, legible, and complete**. Incomplete, unclear, or illegible entries may lead to **rejection of the bid without further consideration**.

Signature of Authorized Person Date:

Full name:

Place:

Company's seal

**FORM 'A'**  
**EXPERIENCE OF COMPANY**

**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 & E-mail id of concerned officer of the organization	Whether work was done on back to back basis <b>Yes/No</b>
1									
2									
3									
4									

Add more rows for works more than 4

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

**Signature of Bidder(s)**

**FORM 'B'**

**PERFORMANCE REPORT OF INDIVIDUAL WORK REFERRED TO IN FORM "A"**

1. Name of work & location

2. Agreement No.

3. Estimated cost of work

4. Final Cost of work

A. Total Cost of Work

B. Demolition work Cost

C. Other work cost (excluding Demolition work)

Type of works mentioned in point C above

5. Date of start

6. Date of completion

(i) Stipulated date of completion

(ii) Actual date of completion

7 (a) Whether any case of levy of compensation for delay has been imposed or not Yes/No

(b) If decided, amount of compensation levied for delayed completion, if any :-

8. Performance Report

(1) Quality of work	Outstanding/Very Good/Good/satisfactory/Poor
(2) Financial soundness	Outstanding/Very Good/Good/satisfactory/Poor
(3) Technical Proficiency	Outstanding/Very Good/Good/satisfactory/Poor
(4) Resourcefulness	Outstanding/Very Good/Good/satisfactory/Poor
(5) General Behavior	Outstanding/Very Good/Good/satisfactory/Poor

**Dated:**

**Executive Engineer or Equivalent of Employer/Client**

**Note:-**

In case the bidder **does not submit the experience certificate in the prescribed Form B s.no.4**, they shall provide **proof of the final cost of the work**, clearly specifying the cost for:

1. Total Cost of the work
2. Demolition work Cost

To support this, the bidder may submit a **summary sheet of the final bill**, duly signed by the **Executive Engineer or equivalent authority of the Employer/Client**.

**Non-submission of these details will result in rejection of the bid without any opportunity for rectification.**

**FORM 'C'**

**FINANCIAL INFORMATION**

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

S.No.	Particulars	Financial year		
		2022-23	2023-24	2024-25
1.	Gross Annual Turnover Civil and Demolition Works (in lakh rupees)			

**Signature of Chartered Accountant**

**with Seal**

**Signature(s) of Bidder(s)**

**Seal of the Bidder**

**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)

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

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

**FORM 'E'**  
**SELF-DECLARATION CERTIFICATE**  
(On Letterhead of the Bidder)

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

**To**  
**The Regional Director,**  
ESIC Regional Office,  
Ashram Road, Ahmedabad – 380009

**Subject:-** Declaration regarding non-blacklisting and compliance with statutory obligations.

**Sir,**

I/We, the undersigned, hereby declare and certify that:

1. **I/We have never been blacklisted** or debarred from participating in any tendering process by any **Central/State Government Department, Public Sector Undertakings (PSUs), or Autonomous Bodies** at any point of time.
2. **I/We maintain a satisfactory track record** in complying with all applicable statutory liabilities including, but not limited to:
  - Timely **payment of Minimum Wages** to workers as per applicable laws
  - Proper and timely remittance of **Employees' State Insurance (ESI)** contributions
  - Timely **Employees' Provident Fund (EPF)** payments
  - Accurate and timely payment and filing of **Goods and Services Tax (GST)** returns

I/We understand that any false declaration shall lead to disqualification or termination of contract, and may also lead to legal action as per applicable laws.

This certificate is submitted with full knowledge and understanding of the obligations stated herein.

Yours sincerely,

**(Signature with Stamp)**

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

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

Firm/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact No: \_\_\_\_\_

Email ID: \_\_\_\_\_

**(Self-Attested with Seal)**

**FORM 'F'**  
**UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS AND**  
**DECLARATION OF COMPLIANCE**

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 SR 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 financial bid and not to make any modifications in its term & conditions.

A sum of **Rs. \_\_\_\_\_**/- is hereby forwarded in the form of Demand Draft/fixed deposit receipt issued by a scheduled bank as Earnest Money. If I / We, fail to furnish the prescribed Performance Guarantee within prescribed period, I / We agree that the ESI Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, I / We agree commence work as specified and if I / We fail to commence work as specified, I / We agree that ESI Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained therein.

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

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

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

Dated: .....

Signature of Bidder (with Seal)

Signature of Witness:

Postal Address

Name & Address:

Occupation:

Contact Details:

**FORM 'G'**  
**LETTER OF TRANSMITTAL**

(On Bidder's Letter Head)

**To**

**The Regional Director  
ESI Corporation Panchdeep Bhawan  
Ashram road, Ahmedabad Gujarat -380009.**

**Subject : Demolition of Existing Building as listed in Annexure- B of NIT on "As-Is-Where-Is" Basis Including Disposal of Debris and re filling of Basement area of Dispensary Building with Good Earth at ESIC Hospital, Naroda, Ahmedabad, Gujarat.**

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 statements, other documents provided by me in support of NIT 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, Regional office, Ahmedabad, Gujarat** to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also **Regional Director, ESIC, Regional office, Ahmedabad, Gujarat** 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 work	Certificate from
1		
...		
...		

**Certificate:**

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

**Enclosures:** .....

**Signature(s) of Bidder (s)**

**Date of Submission:**

**Seal of Bidder**

**Financial Bid Forms**

Name of Work: Demolition of Existing Building as listed in Annexure- B of NIT on "As-Is-Where-Is" Basis Including Disposal of Debris and re filling of Basement area of Dispensary Building with Good Earth at ESIC Hospital, Naroda, Ahmedabad, Gujarat.		
ABSTRACT OF COST		
Sr. No.	Particulars	TOTAL AMOUNT
1	Cost for Demolition of Existing Building as listed in Annexure- B of NIT on "As-Is-Where-Is" Basis Including Disposal of Debris and re filling of Basement area of Dispensary Building with Good Earth at ESIC Hospital, Naroda, Ahmedabad, Gujarat.	40,62,183/-
2	Total cost including all taxes and levies.	40,62,183/-