



REGIONAL OFFICE
EMPLOYEES' STATE INSURANCE CORPORATION
(Ministry of Labour & Employment, Government of India)
Regional Office, 5-9-23, Hill fort Road
Adarshnagar, Hyderabad-500063
Tel:040-23232356/57/58/59 Fax:040-23235048
E-Mail: pmd.ts@esic.nic.in, [Web Site: www.esic.nic.in](http://www.esic.nic.in)

**e - TENDER
FOR**

“Special Repairs to ESIC RO & Staff Quarters, Adarshnagar, Hyderabad during 2024-25”

BID DOCUMENT

NIT AMOUNT: Rs.28,55,507-00

Issued by:-

**Regional Director
Employees' State Insurance Corporation
Regional Office, Telangana**

Date:15/07/2024

INDEX

Sl. No	Subject	Page No.
1.	Instructions for Online Bid Submission	3-7
2.	Press Notice	8
3.	Notice Inviting E-Tender	9-10
4.	Information and instructions to Bidders	11-18
5.	Scope of Work	19
6.	General Conditions of Contract	20-25
7.	Particular Conditions of Contract	26-28
8.	Special conditions and particular specifications for civil work	29-58
9.	Guarantee To Be Executed By Contractors For Removal Of Defects After Completion in respect Of Aluminum Doors, Windows, Ventilators Work and Curtain Glazing work (Annexure-A)	59
10.	Guarantee for removal of defects after completion in respect of water proofing works (Annexure-B)	60-61
11.	List showing preferred brands/manufacturers/makes (civil)	62-66
12.	Undertaking (Annexure-G)	67
13.	Integrity Pact (Annexure-H)	68
14.	Integrity Agreement (Annexure-I)	69-74
15.	Letter of Transmittal (Annexure-J)	75
16.	Tender (Annexure-K)	76-77
17.	Sample letter of acceptance of tender (Annexure-L)	78
18.	Form of Performance Security /Bank Guarantee Bond (Annexure-M)	79-80
19.	Sample letter for commencement of work (Annexure-N)	81
20.	Contract Agreement (Annexure-O)	82-83
21.	Technical Bid Forms (Annexure-P)	84-89
22.	Financial Bid Forms	90



क.रा.बी.नि.
ESIC

కార్మిక రాజ్య బీమా సంస్థ
కార్మిక మరియు ఉపాధి మంత్రిత్వ శాఖ, భారత ప్రభుత్వం
కर्मचारी राज्य बीमा निगम
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)

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



सत्यमेव जयते

ప్రాంతీయ కార్యాలయం/क्षेत्रीय कार्यालय/Regional office
5-9-23, హిల్ ఫోర్ట్ రోడ్, ఆదర్శనగర్, హైదరాబాద్-500063
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Phone:040-23232356/57/58/59
Email: rd-telangana@esic.nic.in
Website : www.esic.nic.in/www.esic.in

NIT No:52.W/17/15/5/RO/2024-PMD

Date:15/07/2024

Instructions for Online Bid Submission
E-Request for Proposal

Notice Inviting Tender for " Special Repairs to ESIC RO & Staff Quarters, Adarshnagar, Hyderabad during 2024-25"

1. INTRODUCTION

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

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

INDICATIVE CRITICAL DATE SHEET

Date of Publishing	15/07/2024, 11.00 AM
Bid Document Download Starts	15/07/2024, 11.00 AM
Bid Submission Starts	15/07/2024, 11.00 AM
Date of Pre Bid Conference	24/07/2024, 11.00 AM
Bid Submission Ends	05/08/2024, 11.00 AM
Technical Bid Opening Date	06/08/2024, 11.00 AM
Financial Bid Opening Date	Will be intimated later through mail/phone for the technically qualified bidders

- 2.1** The amount of Earnest Money **Deposit (EMD) of Rs.57,110-00 which** shall be in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt. Banker's Cheque or Bank Guarantee(including e-Bank Guarantee) from any of the Commercial Banks or payment online in an acceptable form in favor of "**ESI Fund A/C No. 1**" payable at **Hyderabad**.

Exemption of EMD is allowed for Micro and Small Enterprises(MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises(MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or Start-ups as recognized by Department of Industrial Policy and Promotion(DIPP).

- 2.2** ESIC will refund the EMD to all the unsuccessful applicants. No interest shall be payable on the EMD amount.
- 2.3** ESIC reserves the right to forfeit the Earnest Money Deposit if the applicant fails or refuses to accept the offer from ESIC. ESIC may also decide to debar the said applicant from future assignments.

Instructions for Online Bid Submission

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

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

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

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

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

- a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
 7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
 8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
 9. Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
 10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

Pre Bid Meeting: A pre bid meeting will be held on 24/07/2024 at 11.00 AM at Regional Office, ESI Corporation Hyderabad to clarify issues connected with the tender. Interested bidders are invited to attend.

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



కార్మిక రాజ్య బీమా సంస్థ
కార్మిక మరియు ఉపాధి మంత్రిత్వ శాఖ, భారత ప్రభుత్వం
कर्मचारी राज्य बीमा निगम
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)
EMPLOYEES' STATE INSURANCE CORPORATION
(Ministry of Labour & Employment, Govt. of India)



ప్రాంతీయ కార్యాలయం/क्षेत्रीय कार्यालय/Regional office
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Website : www.esic.nic.in/www.esic.in

NIT No:52.W/17/15/5/RO/2024-PMD

Date:15/07/2024

PRESS NOTICE

The Regional Director, ESI Corporation, Regional Office, Telangana invites online **Percentage Rate bids in two bid system through e-tendering mode from enlisted and eligible contractor/firm of CPWD/State PWD/MES/Railways/BSNL or the departments of state government dealing with buildings and Roads with appropriate class and category as detailed below:**

Name of work:" Special Repairs to ESIC RO & Staff Quarters, Adarshnagar, Hyderabad during 2024-25"

Estimated Cost Put to Tender : Rs.28,55,507-00

Period of completion : 4 Months

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

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



కార్యక రాజ్య బీమా సంస్థ
కార్యక మరియు ఉపాధి మంత్రిత్వ శాఖ, భారత ప్రభుత్వం
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EMPLOYEES' STATE INSURANCE CORPORATION
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Phone:040-23232356/57/58/59
Email: rd-telangana@esic.nic.in
Website : www.esic.nic.in/www.esic.in

Notice Inviting e-Tender

The Regional Director, ESI Corporation, Regional Office, Telangana invites online Percentage Rate bids in two bid system through e-tendering mode from enlisted and eligible contractor/firm of CPWD/State PWD/MES/Railways/BSNL or the departments of state government dealing with buildings and Roads with appropriate class and category as detailed below:

S. No.	Description	Details
1	NIT No.	52.W/17/15/5/RO/2024-PMD
2	Name of Work & Location	"Special Repairs to ESIC RO & Staff Quarters, Adarshnagar, Hyderabad during 2024-25"
3	Estimated Cost Put to Bid (Incl Cost Index Wherever Applicable)	Rs.28,55,507-00
4	Earnest Money Deposit (EMD)	The amount of Earnest Money Deposit (EMD) of Rs.57,110-00 which shall be in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt. Banker's Cheque or Bank Guarantee(including e-Bank Guarantee) from any of the Commercial Banks or payment online in an acceptable form in favor of "ESI Fund A/C No. 1" payable at Hyderabad
5	Period of Completion	4 Months
6	Availability of E-Tender/Bid document	https://eprocure.gov.in/eprocure/app
7	Date and Time of opening of Financial Bids	Will be intimated later through mail/phone for the technically qualified bidders
8(a)	Submission of hard copies of Original EMD	The original EMD should be submitted in the Construction Branch, 2 nd floor, Regional Office, ESI Corporation, 5-9-23,Hill fort Road, Adarsh Nagar, Hyderabad - 500063 up to 11.00 AM on 05/08/2024

8(b)	Experience, Certificates, Registration certificate of concerned organization, Affidavit, Undertaking and other Documents to Regional Office by the Lowest Tenderer .	To be submitted during office hours within a week from the date of opening of Financial Bid. In case the last day happens to be closed holiday, these documents shall be submitted on the next working day.
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Sd/-
Regional Director
Employees' State Insurance Corporation
Regional Office, Telangana

Information and instructions to Bidders

The percentage rate offers from intending and eligible bidders are invited under in the prescribed forms and format through online mode only for "Special Repairs to ESIC RO & Staff Quarters, Adarshnagar, Hyderabad during 2024-25" as described under scope of services in the bid document.

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

SL. NO.	COMPONENT OF WORK	ESTIMATED COST (Rs.)	ELIGIBILITY
i.	Civil Works	28,55,507-00	Registered contractors of C.P.W.D.s /State P.W.D.s./M.E.S./ Railways/BSNL Civil wing or any other government body as Civil Contractor/Composite Contractor

Eligibility Criteria

- (i) The bidder should have registration with CPWD/State PWD /MES/Railways/BSNL or the departments of state government dealing with Buildings and Roads with appropriate class and category in Civil/Composite Contractor.

The enlistment of the contractors should be valid on the last date of submission of bids.

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

Three similar completed works each costing not less than Rs.11,42,203-00-00 (40% of the estimated cost to put to tender)

OR

Two similar completed works each costing not less than Rs.17,13,304-00 (60% of the estimated cost to put to tender)

OR

One similar completed work of aggregate cost not less than Rs.22,84,406-00 (80% of the estimated cost to put to tender)

Similar work shall mean works of:

Similar nature of works means that the bidder should have completed the Building Civil works including the plastering, Brickwork, RCC, Steel Reinforcement, Waterproofing, whitewashing work, painting works to internal & external surfaces of building, renovation work, Flooring work, water supply, sanitary installation & drainage repair work, boundary wall repair or Special repair works including the plastering, Brick work, RCC & Steel work, Renovation work to Building, boundary wall repair work, waterproofing work, whitewash works, repair to water supply line/sanitary installation/ sewer line & Electrical works(External & Internal) , Electrical Wiring/Rewiring, Electrical Installation, DB/Switches work etc in Central Govt. offices/ State Govt. offices/ attached offices/ statutory bodies/ PSU departments.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the previous day of last date of submission of bid.

- (iii) The bidder should have had Average Annual Financial Turnover of Rs.14,27,754-00 (50% of the estimated cost put to tender) on Civil works during the last three consecutive years Balance sheets duly audited by Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
- (iv) The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets, duly certified and audited by the Chartered Accountant.
- (v) The bidder should have a solvency of Rs.11,42,203-00 (40% of the estimated cost to put to tender certified by his Bankers.
- (vi) The past experience in similar nature of work should be supported by certificates issued by the client's organization.
- (vii) The tenderer must be registered with following statutory authorities and must also furnish self attested copies ESI, EPF, GST.
- (viii) If no contractor is submitted ESIC registration certificate / EPFO registration certificate, an affidavit in this matter to be enclosed / uploaded that firm has never been employed 10 (incase of ESIC), 20 (incase of EPFO) people in last seven years in any particular day and never been coverable under ESI Act / EPFO Act.

1. The Earnest Money Deposit (EMD) for **Rs.57,110-00 (Rupees Fifty seven thousand one hundred and ten only)** should be paid in the form of Insurance Surety Bonds/ Account Payee Demand Draft/ Fixed Deposit Receipt. Banker's Cheque or Bank Guarantee(including e-Bank Guarantee) from any of the Commercial Banks or payment online in an acceptable form in favor of " **ESI Fund A/C No. 1**" payable at **Hyderabad**. EMD of unsuccessful bidder will be returned / refunded within one month after the award of the work to the successful bidder.
2. The bidder need to submit along with all required and relevant documents related to works experience, financial strength etc. as per the requirement of bid documents duly authenticated / signed by the bidder. In complete bid is liable to be rejected.
3. Delayed / late submission of bids by any other mode other than online mode bids will not be accepted and summarily rejected.
4. Conditional bid will not to be accepted and liable to the summarily rejected.
5. The intending bidders must read the terms and conditions of the bid document and satisfy himself fully with regard to their eligibility vis – a – vis eligibility criteria as given in para – 3 of page No - 13 above and other pre - requirements before submitting the bids.
6. **The tender for the work shall remain open for acceptance by ESI Corporation for a period 60 days from the date of opening of the Technical Bid.**
7. ESI Corporation reserves the right to accept or reject any bid or annul the whole bidding process without assigning any reason whatsoever.
8. The bid submitted shall become invalid if:
 1. The bidder is found ineligible vis – a – vis eligibility criteria mentioned in para-3 of page No - 13 above.
 2. EMD of requisite amount and in the prescribed manner is not deposited by the bidder.
 3. The bidder does not upload all the documents (including GST Registration) as stipulated in the bid document including the EMD as listed in para-13 below.
 4. Any discrepancy is noticed between the documents as uploaded at the time of submission of bid (as uploaded online) and hard copies (submitted by the lowest bidder physically in Regional Office, ESIC, Hyderabad).
9. The bidder must ensure to quote the percentage above or below or at par to two places of decimal only both in figures as well as in words. The total amount of the offer corresponding to the percentages quoted by the bidder shall also be mentioned both in words and figures.
10. Technical bid documents submitted by the eligible and intending bidders shall be opened only for those bidders whose EMD and other required documents / certificates etc. are found in order.
11. Financial bids submitted by the eligible and intending bidders shall be opened only for those bidders who are found qualified based on technical bids. The financial bid shall be opened at the notified time, date and place in the presence of qualified bidders or their representatives, if they wish to be present.

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

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

- i. **Copy of EMD.**
- ii. **Letter of Transmittal.**
- iii. **Certificate of Work Experience as per Form - A.**
- iv. **Copies of Completion certificate of Similar nature of Works which were mentioned in the Form-A.**
- v. **Certificate of Average Financial Turnover of Rs.14,27,754-00(50% of the estimated cost to put to tender) from Chartered Accountant as per Form -B**
- vi. **Details of organizational structure of the bidder as per Form -D in case of firm(s)**
- vii. **Certificate of Registration for Goods and Service Tax (GST).**
- viii. **PAN Card**
- ix. **Valid ESIC Registration Certificate**
- x. **Valid EPF Registration Certificate**
- xi. **Copy of solvency of Rs.11,42,203-00 (40% of the estimated cost to put to tender) certified by his banker.**
- xii. **Valid Registration certificate of the firm/individual from CPWD/State PWD /MES/Railways/BSNL or the departments of state government dealing with buildings and roads with appropriate class and category in civil.**
- xiii. **If no contractor is submitted ESIC registration certificate / EPFO registration certificate, an affidavit in this matter to be enclosed / uploaded that firm has never been employed 10 (incase of ESIC), 20 (incase of EPFO) people in last seven years in any particular day and never been coverable under ESI Act / EPFO Act.**
- xiv. **Tender Acceptance letter (Form-E)**
- xv. **Undertaking (Annexure-G)**
- xvi. **Certificate from Chartered accountant in respect of Point No. iv of Page No. 14**

14. **Financial Bid:**

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

15. **Pre-Bid Meeting:** A Pre bid meeting shall be held on 24/07/2024 at 11.00 AM at Construction Branch, Regional Office, ESI Corporation, Hyderabad, Telangana to clarify issues connected with the tender. Interested bidders are invited to attend.

16. The interested bidders should submit the bids in Online mode only.

The bidders should submit all the required documents mentioned in S.No.13 above in online only at <https://eprocure.gov.in/eprocure/app>

Earnest Money Rs.57,110-00 in prescribed form is drawn in the favour of "ESI Fund A/C No. 1" payable at Hyderabad shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The original EMD should be submitted/deposited in the Regional office, Hyderabad within the period stipulated in the tender.

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

Regional Director
Regional Office,
ESI Corporation,
5-9-23, Hill fort Road,
Adarsh Nagar, Hyderabad-500063

17. The site for the work can be seen on any working days during office hours by contacting Branch Officer, Construction Branch, Employees' State Insurance Corporation, Adarsh Nagar, Hyderabad, Telangana. The tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting the tenders, the form and nature of site, the means of access to the site. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

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

19. The bid for the work shall remain open for acceptance for a period of 60 days from the date of opening of technical bid. If any tenderer withdraws his tender before the said period, or issue of letter of acceptance/Indent whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable by the ESIC and, shall be without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money. Further, the bidders shall not be allowed to participate in the rebidding process of the work.

20. Rights of Acceptance/ Rejection:

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

21. PERFORMANCE GUARANTEE:

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

(i) The guarantee shall be in the form of a demand draft/ bankers cheque or of Fixed Deposit Receipts in the favour of ESI Fund A/c No. 1 or Irrevocable bank Guarantee Bonds(including e-Bank guarantee) of any scheduled bank or the State Bank of India in format as per **Annexure-'M'**. In case a fixed deposit receipt of any bank is furnished by the contractor to ESIC as a part of performance guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to ESIC to make good the deficit.

(ii) The performance Guarantee shall be initially valid for a period up to sixty days beyond the Stipulated Contract Period. In case the Contract Period of work gets extended, the contractor shall get the validity of performance Guarantee extended, at his own cost; to cover such extended time for Contract Period.

(iii) EMD shall be returned after receiving of Performance Guarantee and Contract Agreement, to successful bidder.

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

23. **SECURITY DEPOSIT:** The contractor shall permit ESIC at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of gross amount of each running bill and final bill till(if applicable) the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by ESIC by way of Security Deposit. Security Deposit would be released after completion of defect liability period.
24. On acceptance of the tender, the name of the accredited representative (s) of the contractor, who would be responsible for taking instructions from the Engineer, shall be communicated in writing to the ESIC.
25. ESI, EPF, GST, inclusive of all cess or any other tax, labour cess, all duties in respect of the contract, must be payable by the contractor, The ESIC, will not entertain any claim what so ever in respect of the same.
26. **Rates quoted shall be deemed to have inclusive of cost of manpower, material, machinery, tools and plants, etc. & all taxes including GST, duties and levies, cess, insurance etc complete. No escalation of whatsoever nature, shall be payable.**
27. The tenderers shall produce their valid enlistment with the appropriate authority for all types of taxes, GST, cess, duty, contribution etc.
28. Rates quoted by the agency shall also be inclusive of 1% (one percent) cess on the work done as applicable on the building & other construction workers welfare act 1996 due to the introduction of "The building & other construction workers (Regulation of Employment & Conditions of Service) Act 1996".
29. The contractor shall abide and comply with all the relevant laws and statutory requirements covered under various labour laws such as Minimum wages Act, Payment of wages act, Bonus act, contract labour(Regulation & Abolition)act 1970, EPF act, ESI act and various other act as applicable from time to time with regard to personnel engaged for execution of contract.

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

Award of work : The selection of the agency will ordinarily be done by Competent Authority on the recommendations of the Tender Committee, which however will be at the sole discretion of the ESIC which reserves its right to accept or reject any or all the proposals without assigning any reason. The contract for the subject work ("Special Repairs to ESIC RO & Staff Quarters, Adarshnagar, Hyderabad during 2024-25") shall be awarded to the qualified responsive tenderer who has quoted the lowest price for execution of the work and so recommended by the Tender Committee. However the unreasonable rate i.e. any rate far below estimated rate / estimated value, will be treated as unreasonable & unresponsive considering quality of work and such quote will not be accepted. Further unreasonably high rate(s), if so considered on rate analysis, etc., will

also not be accepted even if the lowest among all the quoted rate(s). Upon evaluation of offers, the notification on award of contract will be intimated to the successful tenderer and work order will be issued. No tenderer/bidder shall be permitted to alter or modify the financial bid after the closing date & time of tender. In case the tenderer/bidder tries to alter or modify the financial bid after closing date, or put any condition for acceptance of work award letter during tender finalizing process, it/his tender will be cancelled and EMD will be forfeited. The date of start of the work shall be **within 10days from the** date of issue of tender acceptance letter.

**Regional Director
ESI Corporation
Regional Office, Telangana**

SCOPE OF WORK

Details of Premises/buildings :

Serial No.	Name and Address of Building	Nature of Facility
1	Special Repairs to ESIC RO & Staff Quarters, Adarshnagar, Hyderabad during 2024-25	Office Building and Staff Quarters

Scope of Work:

As specified in Schedule(enclosed as additional document).

**Regional Director
ESI Corporation
Regional Office, Telangana**

GENERAL CONDITIONS OF CONTRACT

1 Definitions

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

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

- (xiv) **“Taking Over Certificate”** means a certificate issued by employer evidencing successful and satisfactory completion of the awarded work as per contract agreement.
- (xv) **“Contract Price”** means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the removing of any defects therein in accordance with the provisions of the Contract.
- (xvi) **“Extra Item Price”** Any items of works required to be executed in the interest of ESIC but this item not available in the contract agreement shall have to be executed by the contractor as an extra item without any objection. The proposed extra item if available in DSR’2023, the rates will be calculated on the basis of DSR’ 2023 rates plus applicable Cost Index. Otherwise rates of this item will be analyzed on the basis of prevailing market rates plus/minus quoted percentage and the same has to be accepted by contractor without any objection.
- (xvii) **“Retention Money”** means the aggregate of amount retained by the Employer as Security Deposit.
- (xviii) **“Works”** means the Permanent Works and the Temporary Works or either of them to be executed in accordance with the contract and contract specifications.
- (xix) **“Site”** means the places provided by the Employer to the Contractor for works
- (xx) **“Cost”** means all expenditure properly incurred or to be incurred, whether on or off the Site, including over head and other charges but does not include any allowance for profit.

2. Engineer’s Duties and Authority

- a) The Engineer shall carry out the duties specified in the Contract.

3. Custody and Supply of Drawings and Documents

The Drawings shall remain in the sole custody of the Employer/Engineer-in-charge, but copies as required thereof shall be provided to the Contractor for free solely for the purpose of this contract.

4. Sufficiency of Tender

The Contractor shall be deemed to have based his Tender on the data made available by the Employer and on his own inspection and examination of this site conditions. The acceptance of tender would imply that the contractors has visited the site and made themselves conversant with the type of works incorporated in this tender.

5. Contractor's Employees

The Contractor shall provide qualified and experienced technical staff on site of work in connection with the Works and for remedy of any defects therein.

6. Engineer-in Charge Liberty to Object

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

7. Safety, Security and Protection of the Environment

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

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

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

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

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

8.

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

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

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

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

(B) Damage to Persons and Property

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

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

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

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

9. Accident or injury to Workmen

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

10.1 Evidence and Terms of Insurance

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

10.2 Compliance with Statutes and Regulations:

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

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

11. Default contractor in Compliance

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

12. Time for Completion

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

13. Extension of Time for Completion

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

14. Termination of Contract:

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

15. Defect Identification and its rectifications

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

16. Liquidated Damages for Delay

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

17. Contractor's Failure to Carry out Instructions

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

18. Instruction for Variations

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

19. Method of Measurement

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

20. CERTIFICATES AND PAYMENTS

The contractor shall submit a bill in **three copies by 7th of every month**, if 7th day happens Holiday, the contractor has to submit in the next working day for the work executed up to the last date of previous month in the tabulated form approved by the Engineer-in charge. The bill must be supported with the following documents.

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

21.1. Deduction of Income tax and TDS on GST,

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

21.2. Labour welfare cess @ 1.0 (One) percentage on the work done shall be deducted from the each bill.

22. Performance Guarantee:

Within 07 days of issue of letter of intent of work/ acceptance of tender, the Contractor shall submit a Performance Guarantee for proper performance of the Contract in the form as specified in the contract. The Performance guarantee shall be initially valid for the duration of the contract period plus 60 days.

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

23. Correction of Certificates:

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

24. Final Certificates:

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

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

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

25.Default of Contractor:

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

26.Amicable Settlement of Dispute:

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

27. Any of the Clauses/Conditions which have not been covered in this contract, General clauses/conditions of contract, CPWD Works Manual 2019 and Standard Operating Procedure for CPWD works Manual -2019 including amendments if any will be referred and Will apply.

28.Arbitration:

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

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

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

29.Payment on Termination:

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

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

**Regional Director
ESI Corporation
Regional Office, Telangana**

Sign of Contractor :

Date :

Place:

Particular Conditions of Contract

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

- k. The work shall be carried out in manner complying in all respects with the requirement of relevant byelaws of the local Municipal Corporation of the local body whatsoever.
- l. The contractor shall put necessary boards on display forbidding the residents/public from approaching the building/work sit under repair to avoid any accident.
- m. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution-boards. They shall be responsible for all damages and accidents caused due to negligence on their part.
- n. All incidental charges of any kind including cartage, storage cutting and wastage and safe custody of materials etc. (not covered under any other condition) shall be borne exclusively by the contractor and nothing extra shall be payable to them on this account.
- o. All warning boards and displays, such as REPAIR WORK IN PROGRESS, KEEP AWAY FROM BUILDING, NO PARKING etc. along with sufficient supervisory staff on ground shall be provided by the contractor, wherever required. Nothing extra shall be payable on this account.
- p. Water and electricity shall be arranged by the contractor at his own cost. Nothing extra shall be payable on this account.
- q. The site of work shall be always kept neat and clean due to constraints of working space in and around buildings. To avoid nuisance to the occupants, all building rubbish and unserviceable materials shall be periodically removed from the premises to the approved municipal grounds and all necessary permissions in this regard have to be obtained by the contractor from the Municipal Authorities. Nothing extra shall be payable on this account.
- r. Since the work is to be carried out in the occupied buildings, proper sequencing as regards dismantling of sanitary pipes, GI pipes, toilets etc. shall be done so as to cause minimum in convenience to the occupants besides taking care of the constraint of keeping the system functional during repairs by making temporary arrangements, as required. Nothing extra shall be payable on this account.
- s. The area of dismantling / guniting / replastering / repairing/steel work /Painting work as per relevant items etc. given in the tender may have to be got done in patches, at different heights / levels also for which nothing extra shall be payable.
- t. Lifting of materials such as cement, sand, wooden planks etc. through the building lifts is prohibited. No mixing or off loading etc. of mortar / cement concrete etc. over the open terrace / flooring shall be permitted. Arrangements as deemed it shall be made by the contractor for mixing/ lifting/off loading all materials etc. at no extra cost.
- u. Adequate care should be taken by the contractor while dismantling, chiseling, demolishing work, drilling, cutting concrete/RCC/steel etc, that impact/vibration are minimum for consideration of structural safety and also for inconvenience caused to the users of the building. The reinforcement shall be carefully cut without causing excessive vibrations or damaging structure. Rates shall cover cost of all inputs of material , labour , T&P etc involved in operation in the works.

- v. Seal the crack or the honey combed surface between the nipples by means of epoxy mortar or polymer modified mortar. For vertical/horizontal cracks/honey combed ,each grout hole shall be grouted individually. The sequence of injection shall be as per the direction of Engineer-in -Charge
- w. Protective fabric screening shall be provided by the contractor with PVC sheet, Hessian cloth etc for covering of structure. Nothing extra shall be payable on this account.
- x. Additional reinforcement if required shall be tied with required lap using GI binding wire or welded to the parent reinforcement and also to the shear keys is directed by the Engineer.

**Regional Director
ESI Corporation
Regional Office, Telangana**

SPECIAL CONDITIONS AND PARTICULAR SPECIFICATIONS FOR CIVIL WORK

SPECIAL CONDITIONS

- 1) The work shall be carried out as per CPWD Specifications 2009 Vol. I & II with up to date correction slips, particular specifications, structural drawings and as per instruction of Engineer-in-charge.
- 2) Unless otherwise specified in the schedule of quantities, particular specifications or CPWD specifications (subject to the order or preference) the rates tendered by the tenderer shall be all inclusive and nothing extra over and above the schedule of quantity shall be payable on this account.
- 3) Wherever any reference to any Indian Standards occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued thereto or revisions thereof, if any, up to the date of receipt of tenders.
- 4) The Contractors are advised to inspect and examine the site and its surroundings and satisfy themselves with the nature of site, the means of access to the site, the constraints of space for stacking material / machinery, labour etc., constraints put by local regulations, if any, weather conditions at site, general ground / subsoil conditions etc. or any other circumstances which may affect or influence submission of their bids. The site is available for work. The contractor shall carry out survey of the work area at his own cost.
- 5) The nomenclature of the item given in the schedule of quantities gives in general the work content but is not exhaustive i.e. does not mention all the incidental works required to be carried out for complete execution of the item of work. The work shall be carried out, all in accordance with true intent and meaning of the specifications and the drawings taken together, regardless of whether the same may or may not be particularly shown on the drawings and/or described in the specifications, provided that the same can be reasonably inferred there from may be several incidental works, which are not mentioned in the nomenclature of each item but will be necessary to complete the item in all respect. All these incidental works / costs which are not mentioned in item nomenclature but are necessary to complete the item shall be deemed to have been included in the rates quoted by the contractor for various items in the schedule of quantities. No adjustment of rates shall be made for any variation in quantum of incidental works due to variation / change in actual working drawings. Also, no adjustment of rates shall be made due to any change in incidental works or any other deviation in such element of work (which is incidental to the items of work and are necessary to complete such items in all respects) on account of the directions of Engineer-in-Charge. Nothing extra shall be payable on this account.
- 6) The contractor shall give to the local body, police and other authorities all necessary notices etc. that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures etc. and pay all fees, taxes and charges which may be leviable on account of these operations in executing the contract. Proper temporary barricading by fencing with G.I. sheets, shall be carried out by the contractor at the start of work as per direction of Regional Director or his representative in order to physically define the boundaries of the plot for restricted entry to only those involved in the work and also to prevent any accidents, at the same time without causing any inconvenience to the traffic and the users of the handed over buildings in the adjacent plots. It shall be done by providing, erecting, maintaining temporary protective barricading of minimum 3.0 meters in height, made in panels, with each panel having MS frames / MS scaffolding pipes of suitable size and stiffness, with 24 gauge thick GI corrugated sheet or suitably stiffened plain GI sheet fixed on frames. Such panels shall be suitably connected to each other for stability with nuts and bolts, hooks, clamps etc. and fixed firmly to the ground at about 2 metres spacing, for the entire duration till completion of the

- work. He shall also provide and erect temporary protective barricades within the plot, if required, to prevent any accident. It shall be dismantled and taken away by the Contractor after the completion of work at his own cost with the approval of the Engineer-in-charge. Nothing extra shall be payable on this account.
- 7) The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night. In case of any accident to labours/ contractual staff the entire responsibility will rest on the part of the contractor and any compensation under such circumstances, if becomes payable, shall be entirely borne by the contractor.
 - 8) The work shall generally be carried out in accordance with the "CPWD Specifications 2009 Vol.I & II with up to date Correction slips, additional/ Particular Specifications, Architectural/ Structural drawings and as per instructions of Engineer-in charge. Any additional item of the work, if taken up subsequently, shall also conform to the relevant CPWD Specifications as mentioned above. Working (both Architectural and Structural) drawings will be released progressively to the contractor commensurate to the construction schedule approved by Engineer-in-charge.
 - 9) In case of any difference or discrepancy between the description of items as given in the schedule of quantities, particular specifications for individual items of work (including special conditions) and I.S. Codes etc., the following order of preference shall be observed.
 - i. Description of items as given in Schedule of quantities
 - ii. Particular specifications
 - iii. Special conditions
 - iv. CPWD Specifications including correction slips issued up to the last date of uploading/ submission of tender.
 - v. General Conditions of Contract for CPWD works including correction slips issued up to the last date of uploading/submission of tender.
 - vi. Indian Standards Specifications of B.I.S.
 - vii. ASTM, BS, or other foreign origin codes mentioned in tender document.
 - viii. Manufacturer's specifications and as decided by the Engineer-in-Charge.
 - ix. Sound Engineering practices or well established local construction practices.
 13. The works to be governed by this contract shall cover delivery and transportation up to destination, safe custody at site, insurance, erection and commissioning of the E&M services of the entire work.
 14. The delay caused on account of non-timely action by the contractor in resolution of the differences whatsoever shall not be considered as valid ground for extension of time unless otherwise accepted by Engineer- in-charge.
 15. Unless otherwise provided in the Schedule of quantities, the percentage tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account. Payment for centering, shuttering, however, if required to be done for floor heights greater than 3.5m shall be admissible at rates arrived in accordance with clause 12 of the agreement if not already specified.
 16. The contractor shall take instructions from the Regional Director or his representative regarding collection and stacking of materials at suitable place. No stacking of materials or excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed. The stacking shall take place as per stacking plan. However, if any change is required, the same shall be done with the approval of Engineer-in-Charge.
 17. The Contractor shall bear all incidental charges for Cartage, storage and safe custody of materials, if any, issued by department as well as to those materials also arranged by the contractor.

18. Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been built in the execution of work and nothing extra shall be payable or extra cement considered in consumption on this account.
19. The contractor shall make his own arrangements for water and for obtaining electric connections if required and make necessary payments directly to the State Govt. departments concerned. Contractor shall get the water tested from laboratory approved by the Regional Director or his representative at regular interval as per the CPWD Specifications 2009. All expenses towards collection of samples, packing, transportation etc. shall be borne by the contractor.

Work shall normally be done in a general shift. However if the work is required to be executed in more than general shift for meeting the time lines, the Contractor with prior approval of the Engineer-in-charge, shall have to make necessary arrangements for the same and all costs towards the same shall be deemed to have been included in the quoted percentage rates.

20. **PREVENTION OF NUISANCE AND POLLUTION CONTROL**

The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties and to the public in general and to prevent any damage to such properties from pollution like smoke, dust, noise. The contractor shall use such methodology and equipment so as to cause minimum environmental pollution of any kind during construction and minimum hindrance to road users and to occupants of the adjacent properties or other services running adjacent/near vicinity. The contractor shall make good at his cost and to the satisfaction of the Engineer-in-charge, any damage to roads, paths, cross drainage works or public or private property whatsoever caused due to the execution of the work or by traffic brought thereon by the contractor. All waste or superfluous materials shall be carried away by the contractor, without any reservation, entirely to the satisfaction of the Engineer-in-charge.

21. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the nearby occupants/users of building(s), if any.

22. **SECURITY AND TRAFFIC ARRANGEMENTS**

In the event of any restrictions being imposed by the Security agency of ESIC/ Traffic Police or any other local authority having jurisdiction in the area on the working or movement of labour/ material, the contractor shall strictly follow such restrictions/timings and nothing extra shall be payable to him on such accounts. The loss of time on these accounts, if any, shall have to be made up by augmenting additional resources whatever required. Contractor arrange on his own arrangements without any extra cost.

For the safety of all labour directly or indirectly employed in the work the contractors shall, in addition to the provision of CPWD safety code and directions of the Engineer-in-Charge, make all arrangements to provide facility as per the provision of Indian Standard Specifications (Codes) listed below & nothing extra shall be paid on this account.

- | | | |
|------|-----------------|---|
| i. | IS 3696 Part I | Safety Code for scaffolds and ladders. |
| ii. | IS 3696 Part II | Safety Code for scaffolds and ladders Part II ladders. |
| iii. | IS 764 | Safety Code for excavation work. |
| iv. | IS 4138 | Safety Code for working in compressed air. |
| v. | IS 7293 | Safety Code for working with construction machinery. |
| vi. | IS 7969 | Safety Code for storage and handling of building materials. |
| vii. | IS 4130 | Safety code for demolition of buildings. |

23. The contractor is required to make his own arrangements to provide huts for labourers as is acceptable to local bodies /client and nothing extra shall be paid on this account. He shall make his own arrangements for stores, field office etc. Before bidding, he shall visit the site and assess the manner in which he is able to arrange the above facilities. The Regional Director or his representative shall in no way be responsible for any delay on this account and no claim, whatsoever, on this account shall be entertained.
24. No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the govt. property and the work for which payment has been advanced to him under the contract and he shall make good the same at his risk and cost. The contractor shall be fully responsible for safety and security of his material, T&P/Machinery brought to the site by him.
25. The contractor shall construct suitable godowns, yard at the site of work for storing all other materials so as to be safe against damage by sun, rain, damages, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his cost.
26. All materials obtained from contractor shall be got checked by the representative of Regional Director or his representative on receipt of the same at site before use.
27. The contractor shall be responsible for the watch and ward/guard of the buildings, safety of all fittings and fixtures including all equipments, services provided by him against pilferage and breakage during the period of Installations and thereafter till the building is physically handed over to **ESIC**. No extra payment shall be made on this account and no claim shall be admissible on this account.
28. The contractor shall keep himself fully informed of all acts and laws of the Central & State Governments, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed and anything related to carrying out the work. All the rules & regulations and bye-laws laid down by Collector /State Govt. and any other statutory bodies shall be adhered to, by the contractor, during the execution of work. The contractor shall also adhere to all traffic restrictions notified by the local authorities. All statutory taxes, levies, charges (including water and sewerage charges, charges for temporary service connections and / or any other charges) payable to such authorities for carrying out the work, shall be borne by the Contractor. The water charges (for municipal water connection as well as tanker water) shall be borne by the contractor. Also, if the contractor obtains water connection for the drinking purposes from the municipal authorities or any other statutory body, the consequent sewerage charges shall be borne by the contractor. The water charges (for municipal water connection as well as tanker water) shall be borne by the contractor. Also, if the contractor obtains water connection for the drinking purposes from the municipal authorities or any other statutory body, the consequent sewerage charges shall be borne by the contractor. The Contractor shall arrange to give all notices as required by any statutory / regulatory authority and shall pay to such authority all the fees that is required to be paid for the execution of work. He shall protect and indemnify the Department and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts. The fee payable to statutory authorities for obtaining the various permanent service connections and Occupancy Certificate for the building shall be borne by the Department.
29. For works below ground level the contractor shall keep that area free from water. If dewatering or bailing out of water is required the contractor shall do the same at his own cost and nothing extra shall be paid except otherwise provided in the items of Schedule of Quantities.
30. The contractor shall make all necessary arrangements for protecting works already executed from rains, fog or likewise extreme weather conditions and for carrying out further work, during monsoon

- including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account and also no claims for hindrance shall be entertained on this account.
31. The contractor will take reasonable precautions to prevent his workman and employees from removing and damaging any flora (plant/vegetation) from the project area.
- 32.
- (i) The approval by the Engineer-in-charge, of the setting out by the contractor, shall not relieve the Contractor of any of his responsibilities and obligation to rectify the errors/ defects, if any, which may be found at any stage during the progress of the work or after the completion of the work.
- (ii) The contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignments, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the Contractor at his own cost to the entire satisfaction of the Engineer- in-charge.
- (iii) The amount quoted by the Contractor are deemed to be inclusive of site clearance, setting out work (including marking of reference points, center lines of buildings), construction and maintenance of reference bench mark(s), taking spot levels, construction of all safety and protection devices, barriers, barricading, signage, labour safety, labour welfare and labour training measures, preparatory works, working during monsoon, working at all depths, height and location etc. and any other incidental works required to complete this work. Nothing extra shall be payable on this account.
33. **TOOLS AND PLANTS**
- The contractor should deploy constructions equipment required for the proper and timely execution of the work. Nothing extra shall be paid on this account.
- No tools and plants including any special T&P etc. shall be supplied by the department and the contractor shall have to make his own arrangements at his own cost. No claim of hindrance (or any other claim) shall be entertained on this account.
34. **SCAFFOLDING**
- Wherever required for the execution of work, all the scaffolding shall be provided and suitably fixed, by the contractor. It shall be provided strictly with steel double scaffolding system, suitably braced for stability, with all the accessories, gangways, etc. with adjustable suitable working platforms to access the areas with ease for working and inspection. Single scaffolding system is strictly prohibited and shall invite necessary action. It shall be designed to take all incidental loads. It should cater to the safety features for workmen. Nothing extra shall be payable on this account. It shall be ensured that no damage is caused to any structure due to the scaffolding.
35. The contractor shall do proper sequencing of the various activities by suitably staggering the activities so as to achieve early completion. The contractor is to deploy adequate equipment, machinery and labour as required for the completion of the entire work within the stipulated period as specified. Also ancillary facilities shall be provided by contractor commensurate with requirement to complete the entire work within the stipulated period. Nothing extra shall be payable on this account. Adequate number/sets of equipment in working condition, along with adequate stand-by arrangements, shall be deployed during entire construction period. It shall be ensured by the contractor that all the equipment, Tools & Plants, machineries etc. provided by him are maintained in proper working condition at all times during the progress of the work and till the completion of the work. Further, all the constructional tools, plants, equipment and machineries provided by the contractor, on site of work or his workshop for this work, shall be exclusively intended for use in the construction of this work and they shall not be shifted/ removed from site without the permission of the Engineer-in-charge.

36. ROYALTY

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

37. PRESERVATION AND CONSERVATION MEASURES

- (i) Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services, if any, encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. In case the same are to be removed and diverted, expenditure incurred in doing so shall be payable to the contractor. The contractor shall work out the cost, get the same approved by Regional Director or his representative before taking up actual execution. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
- (ii) All fossils, coins, articles of value of antiquity, structures and other remains or things of geological or archaeological interest discovered on project location during excavation/ construction shall be the property of the Government, and shall be dealt with as per provisions of the relevant Act. The contractor will take reasonable precaution to prevent his workmen or any other persons from removing and damaging any such article or thing. He will, immediately upon discovery thereof and before removal acquaint the Regional Director or his representative of such discovery and carry out the official instructions of Engineer-in-charge for dealing with the same, till then all work shall be carried out in a way so as not to disturb/damage such article or thing.

38. RESPONSIBILITY OF CONTRACTOR

- (i) He shall protect and indemnify the **ESIC** and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts.
- (ii) The fee payable to statutory authorities for obtaining the various permanent service connections and Building Use Certificate for the building shall be borne by **ESIC**.
- (iii) The Contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and indemnify the **ESIC** from any and all damages and claims that may arise on any account. The Contractor shall indemnify the Department **ESIC** against all claims in respect of patent rights, royalties, design, trademarks- of name or other protected rights, damages to adjacent buildings, roads or members of public, in course of execution of work or any other reasons whatsoever, and shall himself defend all actions arising from such claims and shall indemnify the Department in all respect from such actions, costs and expenses. Nothing extra shall be payable on this account.

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

- i) The contractor shall take all precautions to adhere by the environmental related restrictions imposed by any statutory body having jurisdiction over work site as well as prevent any pollution of streams, ravines, river bed and waterways. All waste or superfluous materials shall be transported by the contractor, entirely to the satisfaction of the Regional Director or his representative and disposed at designated places only. Utmost care shall be taken to

keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of adjoining buildings. No claims whatsoever on account of site constraints mentioned above or any other site constraints, lack of public transport, inadequate availability of skilled, semi-skilled or unskilled workers in the near vicinity, non-availability of construction machinery spare parts and any other constraints not specifically stated herein, shall be entertained from the contractor. Therefore, the tenderers are advised to visit site and get first-hand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.

ii) The contractor shall cooperate with and provide the facilities to the sub-contractors and other agencies working at site for smooth execution of the work. The contractor shall indemnify the ESIC against any claim(s) arising out of any disputes. The contractor shall:

(a) Allow use of scaffolding, toilets, sheds etc.

(b) Properly co-ordinate their work with the work of other contractors.

(c) Provide control lines and benchmarks to his sub-contractors and the other contractors.

(d) Provide electricity and water at mutually agreed rates.

(e) Provide hoist and crane facilities for lifting material at mutually agreed rates.

(f) Co-ordinate with other contractors for leaving inserts, making chases, alignment of services etc. at site.

(g) Adjust work schedule and site activities in consultation with the Engineer-in-charge and other Contractors to suit the overall scheduled completion.

Resolve the disputes with other contractors/ sub-contractors amicably and the Regional Director or his representative shall not be made an intermediary or an arbitrator.

(iii) The work should be planned in a systematic manner so as to ensure proper co-ordination of various disciplines viz. water supply, drainage, rain water harvesting, electrical, fire fighting, information technology, communication & electronics and any other services.

(iv) Other Associated agencies may also simultaneously execute and install the works of sub-station / generating sets, air-conditioning, lifts, etc. for the work and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, openings trenches etc. as may be required for such related works at the time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.

(v) The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Regional Director or his representative and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and in a proper coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.

40. **SUPERVISION OF WORK**

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

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

41. SPECIALIZED AGENCIES

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

42. RATES

- (i) The amount quoted by the Contractor are deemed to be inclusive of site clearance, setting outwork, profile, setting lay out on ground, establishment of reference bench mark(s), installing various signage, taking spot levels, with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers housings in sufficient numbers, working during monsoon or odd season, working beyond normal hours, working at all depths heights, lead, lift, levels and location and any other unforeseen but essential incidental works required to complete this work. Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts.
- (ii) **The amount quoted by the tenderer is inclusive of all taxes and levies including GST and nothing extra shall be payable.**
- (iii) Ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc .required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates from local bodies etc., protection works, and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in-Charge), shall be deemed to be included in **amount** quoted by the Contractor. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-in-Charge, a site / construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, cement and other storage, steel fabrication yard, site laboratory, water tank, etc.

For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them. All material shall only be brought at site as per program finalized with the Engineer-in- Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.

43. SAFETY MEASURES

- i) **WARNING/ CAUTION BOARDS:** All temporary warning / caution boards / glow signage display such as "Construction Work in Progress", "Keep Away", "No Parking", Diversions & protective Barricades etc. shall be provided and displayed during day time by the Contractor, wherever required and as directed by the Engineer-in-Charge. These glow signage and red lights shall be suitably illuminated during night also. The Contractor shall be solely responsible for damage and accident caused, if any, due to negligence on his part. Also he shall ensure that no hindrance, as far

as possible, is caused to general traffic during execution of the work. This signage shall be dismantled & taken away by the Contractor after the completion of work, only after approval of the Engineer - in - Charge. Nothing extra shall be payable on this account.

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

44. **QUALITY ASSURANCE**

- i) Contractor shall have to engage well-experienced skilled labour and deploy modern T&P and other equipment to execute the work. For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them. All material shall only be brought at site as per program finalized with the Engineer-in- Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
- ii) The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material / work beyond set out tolerance limit shall be summarily rejected by the Regional Director or his representative& contractor shall be bound to replace / remove such sub-standard / defective work immediately. If any material, even though approved by and Regional Director or his representatives found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost.
- iii) In addition to the supervision of work, ESIC Engineers shall be carrying out regular and periodic inspection of the ongoing activities in the work and deficiencies, shortcomings, inferior workmanship pointed out by ESIC Engineers shall be communicated to the contractor. Upon receipt of instructions from Engineer in Charge these are also to be made good by necessary improvement, rectification, replacement up to his complete satisfaction. Special attention shall be paid towards line and level of internal and external plastering, exposed smooth surface of RCC members by providing fresh shuttering plates, rubberized linings to all the shuttering joints, accurate joinery work in wooden doors and windows, thinnest joints in stone/ tiling / cladding work, non-hollowness in floor and dado tiles work, protection of scratches over flooring by impounding layer of plaster of Paris, water tight pipe linings, absence of hollow vertical joints in brick masonry, proper compaction of filled up earth etc. to achieve an Institution of International standards and up keeping of quality assurance shall be of paramount importance, as such.

- iv) The Contractor shall submit, within **15 days** after the date of award of work, a detailed Barchart and complete method statement for the execution, testing and Quality Assurance, of such items of works, as directed by the Engineer-in-Charge. All the materials to be used in the work, to make the finished work complete in all respects, shall comply with the requirements of the specifications and shall pass all the tests required as per specifications as applicable or such specifications / standards as directed by the Engineer-in- Charge. However, keeping the Quality Assurance in mind, the Contractor shall submit, on request from the Engineer-in-Charge, his own Quality Assurance procedures for basic materials and such items, to be followed during the execution of the work, for approval of the Engineer-in-Charge.
- v) The contractor shall at his own cost submit samples of all materials sufficiently in advance and obtain approval of Engineer-in-Charge. The materials to be used in actual execution of the work shall strictly conform to the quality of samples approved by the Regional Director or his representative and nothing extra shall be paid on this account. The acceptance of any sample or material on inspection shall not be a bar to its subsequent rejection, if found defective.
- vi) All materials and fittings brought by the contractor to the site for use shall conform to the samples approved by the Engineer- in- charge or his representative which shall be preserved till the completion of the work. If a particular brand of material is specified in the item of work in Schedule of Quantity, the same shall be used after getting the same approved from Engineer-In-Charge. Wherever brand / quality of material is not specified in the item of work, the contractor shall submit the samples as per suggested list of brand names given in the tender document / particular specifications for approval of Engineer-In-Charge. For all other items, materials and fittings of ISI Marked shall be used with the approval of Engineer-In-Charge. Wherever ISI Marked material / fittings are not available, the contractor shall submit samples of materials / fittings manufactured by firms of repute conforming to relevant specifications or IS codes and use the same only after getting the approval of Engineer-In-Charge.
- vii) The Contractor shall procure and provide all the materials from the manufacturers / suppliers as per the list attached with the tender documents, as per the item description and particular specifications for the work. The equivalent brand for any item shall be permitted to be used in the work, only when the specified make is not available. This is, however, subject to documentary evidence produced by the contractor for non-availability of the brand specified and also subject to independent verification by the Engineer-in-Charge. In exceptional cases, where such approval is required, the decision of Regional Director or his representatives regards equivalent make of the material shall be final and binding on the Contractor. No claim, whatsoever, of any kind shall be entertained from the Contractor on this account. Nothing extra shall be payable on this account. Also, the material shall be procured only after written approval of the Engineer-in-Charge. All materials whether obtained from Govt. stores or otherwise shall be got checked by the Regional Director or his representative or his authorized supervisory staff on receipt of the same at site before use.
- viii) All the registers of tests carried out at Construction Site or in outside laboratories and all material at site (MAS) registers including cement register shall be maintained by the contractor which shall be issued to the contractor by Engineer-in-charge. All the entries in the registers will be made by the designated Engineering Staff of the contractor and same should be regularly reviewed by AE/AEE/EE. Contractor shall be responsible for safe custody of all the registers.
- ix) The Contractor shall at his own risk and cost make all arrangements and shall provide all such facilities including material and labour, the Regional Director or his representative may require for collecting, preparing, forwarding the required number of samples for testing as per the frequency of test stipulated in the contract specifications or as considered necessary by the Engineer-in-Charge, at such time and to such places, as directed by the Engineer-in-Charge. Nothing extra shall be payable for the above.

- x) The Contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case he or his authorized representative is not present or does not associate him, the result of such tests and consequences thereon shall be binding on the Contractor. The Contractor or his authorized representative shall remain in contact with the Regional Director or his representative or his authorized representative associated for all such operations. No claim of payment or claim of any other kind, whatsoever, shall be entertained from the Contractor.
- xi) **The cost of test required for all the materials shall be borne by the Contractor /Department until unless specified elsewhere in the NIT.**

However the cost of tests for the following materials/tests shall be borne by the Contractor if the test results does not conform to CPWD Specifications/relevant BIS codes, or by the Department if the test results conform to CPWD Specifications/relevant BIS codes.

- 1) Fire check/Retardant Doors,
- 2) Wind Pressure Test in structural glazing work.
- 3) Tests like X-Ray, Dye-Penetration for structural welding.
- 4) Ascertaining the classification of Wood/Timber.
- 5) Ultrasonic Pulse Velocity Method of test for RCC.

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

- xii) All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested as per the design conditions before covering and their measurements in computerized measurement book duly test checked shall be deposited with Engineer in charge or his authorized representative, prior to hiding these items.
- xiii) Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories should confirm to bylaws and municipal body / corporation where CPWD Specifications are not available. The contractor should engage licensed plumbers for the work and get the materials (fixtures/fittings) tested by the Municipal Body/Corporation authorities wherever required at his own cost.
- xiv) The contractor shall have to execute guarantee bonds in respect of water proofing works as per Performa enclosed.
- xv) The Contractor shall arrange electricity at his own cost for testing of the various electrical installations as directed by Regional Director or his representative and for the consumption by the contractor for executing the work. Also all the water required for testing various electrical installations, fire pumps, wet riser / fire fighting equipments, fire sprinklers etc. and also testing water supply, sanitary and drainage lines, water proofing of underground sump, overhead tanks, water proofing treatment etc. shall be arranged by the contractor at his own cost. Nothing extra shall be payable on this account.

45. SUBMISSION AND DOCUMENTATION

- i) The contractor shall display all permissions, licenses, registration certificates, bar charts, other statements etc under various labour laws and other regulations applicable to the works, at his site office. He should also keep at site at least one set of latest version of BIS Codes and other relevant codes at site and produce the same if asked for by Engineer-In-charge. In case of non-compliance, these codes will be purchased from the market and actual cost of purchase will be recovered from the next RA Bill of the contractor.

- ii) The contractor shall make available four (04) sets of completed drawings, "As Built Drawings" along with literatures, manuals, warranty certificates etc. of various installed fittings, fixtures and equipment for the completed projects. This shall be the prerequisite for payment of final bill.
- iii) The Contractor shall make available three (03) sets of all drawings of internal and external services i.e. Water Supply, Sanitary line and Drainage lines. This shall be the prerequisite for payment of final bill. These drawings shall have the following information:
 - (a) Run off for all piping and their diameters including soil, waste pipes and vertical stacks.
 - (b) Ground and invert level of all drainage pipes together with locations of all man holes and connections, upto outfall.
 - (b) Run off for all water supply lines with diameters location of control valves, access panels etc.
- iv) The contractor will submit measurement sheet for the work carried out by him for making payment. For casting of RCC members and other hidden items the corrected and duly test checked measurement sheets of reinforcement or that of other hidden items shall be deposited with Engineer in charge or his authorized representative, before casting of RCC or other hidden items. The delay in submission of corrected and duly checked measurement sheet may, therefore, delay casting of RCC or execution of hidden item for which no hindrance shall be recorded.
- v) To avoid delay, contractor should submit all samples well in advance so as to give timely orders for procurement.

46.

The Contractor shall prepare an integrated program chart within 15 (**Fifteen**) days of issue of award letter including civil as well as E & M activities for the execution of work, Showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the program within the stipulated period and submit the same for approval of the Regional Director or his representative within fifteen days of the award of the work. These shall be submitted by the contractor through electronic media besides forwarding hard copies of the same. The integrated program chart so submitted should not have any discrepancy with the physical milestones attached in the contract agreement.

- i) Apart from the above integrated program chart, the contractor shall be required to submit fortnightly progress report of the work in a computerized form on 1st and 16th of every month. The progress report shall contain the following, apart from whatever else may be required as specified above:
 - ii) Construction schedule of the various components of the work through a bar chart for the next two fortnights (or as may be specified), showing the micro-milestone/milestones, targeted tasks (including material and labour requirement) and up to date progress. Digital photographs showing all the parts of construction site along with video of executions of different items whenever required in soft copy has to be submitted in every fortnightly progress report.
 - iii) Progress chart of the various components of the work that are planned and achieved, for the fortnight as well as cumulative up to the fortnight under reckoning, with reason for deviations, if any in a tabular format.
 - iv) Plant and machinery statement, indicating those deployed in the work.
 - v) Man-power statement indicating:
 - Individually the names of all the staff deployed on the work, along with their designations.

- No. of skilled workers (trade wise) and total no. of unskilled workers deployed on the work and their location of deployment i.e. blocks.
- vi) Financial statement, indicating the broad details of all the running account payment received up to date, such as gross value of work done, advances taken, recoveries effected, amount withheld, net payments details of advance payment received, extra/substituted/deviation items if any, etc.

46. TEMPORARY WATER/ ELECTRICITY/ TELEPHONE CONNECTION

- i) Arrangement of temporary telephone connection, water and electricity required by Contractor, shall be made by him at his own cost and also necessary permissions shall be obtained by him directly from concerned authorities, under intimation to the Department. Also, all initial cost and running charges, and security deposit, if any, in this regard shall be borne by him. The Contractor shall abide by all the rules/ bye laws applicable in this regard and he shall be solely responsible for any penalty on account of violation of any of the rules/byelaws in this regard. Nothing extra shall be payable on this account.
- ii) The Contractor shall be responsible for maintenance and watch and ward of the complete installation and water / electricity meter and shall also be responsible for any pilferage, theft, damage, penalty etc. in this regard. The Contractor shall indemnify the Department against any claim arising out of pilferage, theft, damage, penalty etc. whatsoever on this account. Nothing extra shall be payable on this account.
- iii) The Department shall in no way be responsible for either any delay in getting electric and/or water and/or telephone connections for carrying out the work or not getting connections at all. No claim of delay or any other kind, whatsoever, on this account shall be entertained from the Contractor. Also contingency arrangement of stand-by water & electric supply shall be made by the Contractor for commencement and smooth progress of the work so that work does not suffer on account of power failure or disconnection or not getting connection at all. No claim of any kind whatsoever shall be entertained on this account from the Contractor. Nothing extra shall be payable on this account.

47. CLEANLINESS OF SITE

- (i) The contractor shall not stack building material/ malba/ muck on the land or road of the local development authority or on the land owned by the others, as the case may be. So the muck, rubbish etc. shall be removed periodically as directed by the Engineer-in-charge, from the site of work to the approved dumping grounds as per the local byelaws and regulations of the concerned authorities and all necessary permissions in this regard from the local bodies shall be obtained by the contractor. Nothing extra shall be payable on this account. In case, the Contractor is found stacking the building material / malba as stated above, the Contractor shall be liable to pay the stacking charges/penalty as may be levied by the local body or any other authority and also to face penal action as per the rules, regulations and bye-laws of such body or authority. The Engineer -in-Charge shall be at liberty to recover, such sums due but not paid to the concerned authorities on the above counts, from any sums due to the Contractor including amount of the Security Deposit and performance guarantee in respect of this contract agreement.
- (ii) The contractor shall take instructions from the Regional Director or his representative regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed.
- (iii) The site of work shall be always kept clean due to constraints of space and to avoid any nuisance to the users of buildings in the adjacent plots. The Contractor shall take all care to prevent any water-logging at site. The waste water, slush etc. shall not be allowed to be collected at site. It may be directly pumped into the creek with prior approval of the concerned authorities. For discharge into public drainage system, necessary permission shall be obtained from relevant authorities after paying the necessary charges, if any, directly to the authorities. The work shall be carried out in such a way that the area is kept clean and tidy. All the fees/charges in this regard shall be borne by the

Contractor. Nothing extra shall be payable on this account.

50 INSPECTION OF WORK

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

51 REFUND OF PERFORMANCE GUARANTEE

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

52 DEFECT LIABILITY PERIOD (Refund of Security Deposit)

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

53 GENERAL CLARIFICATIONS

- i) Wherever any reference to any Indian Standards occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued thereto or revisions thereof, if any, up to the previous day of last date of submission of bids.
- ii) Unless otherwise specified in the schedule of quantities, the amount quoted shall be considered, as inclusive of pumping out or bailing out water, if required throughout the construction period for which no extra payment shall be made. This shall also include water encountered from any source such as rains, floods, sub soil water table being high and/or due to any other cause whatsoever.
- iii) All stone aggregate and stone ballast shall be of hard stone variety to be obtained from approved quarries.
- iv) The sand, Coarse/manufacture sand/Pulverized Stone sand/ crushed stone sand should be obtained from approved sources. The same shall be clean and sharp angular grit type. The sand shall be screened before using, if required. If the sand brought to site is dirty, it must be washed in clean water to bring the sand to the required specifications. Nothing extra shall be payable on this account.
- v) The amount quoted for this work, shall unless clearly specified otherwise, include cost of all operations and all inputs of labour, material, T & P, scaffolding, wastages, watch and ward, other inputs, all incidental charges, all taxes, cess, GST, duties, levies etc. required for execution of the work.

54 DE-WATERING

- i) De-watering required, if any, shall be done conforming to BIS Code IS: 9759 (guide lines for de-watering during construction) and / or as per the specifications approved by the Engineer-in-Charge. Design of an appropriate and suitable dewatering system shall be the Contractor's responsibility. Such scheme shall be modified / augmented as the work proceeds based on fresh information discovered during the progress of work, at no extra cost. At all times during the construction work, efficient drainage of the site shall be carried out by the Contractor and

especially during the laying of plain cement concrete, taking levels etc. The Contractor shall also ensure that there is no danger to the nearby properties and installations on account of such lowering of water table. If needed, suitable precautionary measures shall be taken by the Contractor. Also the scheme of dewatering adopted shall have adequate built in arrangement to serve as stand-by to attend to repair of pumps etc. and disruption of power / fuel supply. Nothing extra shall be payable on this account.

- ii) In trenches where surface water is likely to get into cut / trench during monsoons, a ring bund of puddle clay or by any other means shall be formed outside, to the required height, and maintained by the Contractor. Also, suitable steps shall be taken by the Contractor to prevent back flow of pumped water into the trench. Nothing extra shall be payable on this account.

55 **INSURANCE POLICIES**

Before commencing the execution of work, the Contractor shall, without in any way limiting his obligations and liabilities, insure at his own cost and expense against any damage or loss or injury, which may be caused to any person or property, at site of work. The Contractor shall obtain and submit to the Regional Director or his representative proper Contractor All Risk Insurance Policy for an amount equivalent to contract value for this work, with Engineer-in- Charge as the first beneficiary. The insurance shall be obtained in joint names of Regional Director or his representative and the Contractor (who shall be second beneficiary). Also, he shall indemnify the Department from any liability during the execution of the work. Further, he shall obtain and submit to the Engineer-in-Charge, a third party insurance policy for maximum Rs.10 lakh for each accident, with the Regional Director or his representatives the first beneficiary. The insurance shall be obtained in joint names of Regional Director or his representative and the Contractor (who shall be second beneficiary). The Contractor shall, from time to time, provide documentary evidence as regards payment of premium for all the Insurance Policies for keeping them valid till the completion of the work. The Contractor shall ensure that Insurance Policies are also taken for the workers of his Sub-Contractors / specialized agencies also. Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall within 10 days from the date of letter of acceptance of the tender and thereafter at the end of each quarter submit a report to the Department giving details of the Insurance Policies along with Certificate of these insurance policies being valid, along with documentary evidences as required by the Engineer-in-Charge. No work shall be commenced by the Contractor unless he obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by the Contractor.

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

56 **Applicable Permits**

- i. The contractor(s) shall give to the Municipality, police and other authorities all necessary notices etc. that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be levied on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain lights either for illumination or for cautioning the public at night.
- ii. The contractor shall ensure that applicable permits mandated by the local bodies and in case warranted for this work are obtained as required under the Applicable Laws.

58. **Compliance of directives of Hon'ble National Green tribunal (NGT) dated 04.12.2014 and 10.04.2015 and EIA guidance manual issued in February 2010.**

The contractor shall comply with following guidelines on the matter in pursuance of

orders passed by Hon'ble National Green Tribunal.

- 1) The contractor shall not store / dump construction material or debris on metalled road.
- 2) The contractor shall get prior approval from Regional Director or his representative for the area where the construction material or debris can be stored beyond the metalled road. This area shall not cause any obstruction to the free flow of traffic / inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.
- 3) The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and/or other similar material to ensure that no construction material dust fly outside the plot area.
- 1) The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precautions that the vehicles are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air/contaminate air.
- 2) The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
- 3) The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
- 4) The contractor shall ensure that C&D waste is transported to the C&D waste site only and due record shall be maintained by the contractor.
- 8) The contractor shall compulsory use of wet jet in grinding and stone cutting.
- 9) The contractor shall comply all the preventive and protective environmental steps as started in the MoEF guidelines, 2010.
- 10) The contractor shall carry out on-road-inspection for black smoke generating machinery. The contractor shall use cleaner fuel.
- 11) The contractor shall ensure that all DG sets comply emission norms notified by MoEF.
- 10) The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.
- 11) The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
- 12) Nothing shall be paid extra for fulfilling of all the above conditions .

PARTICULAR SPECIFICATIONS

- 1.1 In case of items not covered by the CPWD specifications referred to above, or particular specifications attached, reference shall be made to appropriate latest IS codes and the decision of the Regional Director or his representative shall be final and binding on the contractor.

- 1.2 Wherever any reference to any Indian Standard specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued there to or revisions thereof if any, upto the date of receipt of tenders.
- 1.3 The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawings etc., (F.P.S units wherever indicated are for guidance only).
- 1.4 All stone aggregate and stone ballast shall be of hard stone variety to be obtained from approved quarries or any other source to be got approved by the Engineer-in-charge.

Fine Aggregate:-

- (i) The fine aggregate to be used for all items except in Plastering work, shall be with Pulverized Stone Sand/ Crushed Stone Sand (Manufactured Sand) and shall be obtained from only approved sources. For Plastering Work, River Sand shall be used which shall be clean and sharp angular grit type. The sand shall be screened before using, if required. If the sand brought to site is dirty, it must be washed in clean water to bring the sand to the required specifications. Nothing extra shall be payable on this account.
 - (ii) The contractor should find out the approved source/quarries at his end also. To find out the approved source/quarries is the responsibility of contractor.
 - (iii) Fine Aggregate to be used for cement concrete work i/c RCC, mortar for masonry and plaster work shall be of standard quality and shall be obtained from a source to be got approved from the Regional Director or his representative and screened as required. It shall be clean and sharp angular grit type. In case of non availability of crushed stone sand, the agency may be permitted at the discretion of Engineer-in Charge to use river/quarry sand on their request on production of adequate proof of non availability of the same, provided it conforms to grading and other requirements given in CPWD specifications. The change in sand type or source would require revision of Mix Design of Concrete from the approved laboratories such as AU Visakhapatnam/CE, Navy, Visakhapatnam for which nothing extra shall be paid. In case of use of crushed stone sand, all necessary precautions for CC work, RCC work, masonry work, and all other related works shall be taken by the agency as per relevant CPWD specifications and BIS codes without any extra cost. Nothing extra shall be paid for using river/quarry sand in place of crushed stone sand.
- 1.5 Before taking up the finishing work such as Flooring, Plastering, sample unit of toilet, room etc. Contractor shall prepare full-scale sample for large-scale repetitive items and get approved from Regional Director or his representative before taking up for execution on large scale.
 - 1.6 The contractor shall get the samples of various materials, fittings to be used in work approved well in advance from the Regional Director or his representative before placing orders.
 - 1.7 The contractor shall produce all the materials in advance so that there is sufficient time for testing and approving of the material and clearance of the same before use in work.
 - 1.8 The structural and architectural drawings shall at all times be properly correlated before executing any work. In case of any discrepancy in the items given in the schedule of quantities appended with the tender and Architectural drawings relating to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer-in-Charge.
 - 1.9 The information and details given in the Architectural & Structural drawings, preliminary soil investigation report and mentioned herein and also elsewhere in the tender documents are being furnished for general information and guidance only. The Department in no case shall be held

responsible for the inaccuracy thereof or any interpretation/ or conclusion drawn from them by the contractor.

- 1.10 The percentage rate quoted by the contractor / agency shall be inclusive of mobilization to site all necessary machineries and equipments, furnishing, handling, storing, installation including placing, cutting holes, splicing, driving, re-driving, bailing out water ,pulling out and removal of the temporary earth retaining structure / strutting etc. from site and other machineries, equipments, instrumentations etc. men ,materials etc. , other incidental to works, for execution of work, with all safety measures as required for the execution of construction work for safety of surrounding existing buildings structures, parked / moving vehicles, equipments and machines etc. as per direction of Engineer-in-charge.

2.0 BRICK WORK

- 2.1 The brickwork shall be carried out with good quality fly ash cement bricks of class designation 7.5. The physical properties shall conform to those of Fly Ash cement bricks as per CPWD Specifications.
- 2.2 The rate shall also include for leaving chases / notches for dowels / cramps for all kinds of cladding to come over brick work.
- 2.3 Brick work provided around shaft or lift walls or around slab cutouts shall be measured in the brick for corresponding floor level. Nothing extra shall be paid on this account.

3.0 FLOORING:

- 3.1 All work in general shall be carried out as per CPWD Specifications (Volume 1) 2009 with up-to-date correction slips.
- 3.2 Whenever flooring is to be done in patterns of tiles and stones, the contractor shall get samples of each pattern laid and approved by the Regional Director or his representative before final laying of such flooring. Nothing extra shall be payable on this account.
- 3.3 Different stones / tiles used in pattern flooring shall be measured separately as defined in the nomenclature of the item and nothing extra for laying pattern flooring shall be paid over and above the quoted rate. No additional wastage, if any, shall be accounted for any extra payment.
- 3.4 Samples of flooring stones/ Tile (Kota/ Marble/ Granite/ Ceramic tiles/ Vitrified tiles etc.) shall be deposited well in advance with the Regional Director or his representative for approval. The sizes of stones for flooring shall be of a size not less than 600mmx600mm or as approved by Engineer-in-Charge. Approved samples should be kept at site with the Regional Director or his representative and the same shall not be removed except with the written permission of Engineer-in-Charge. No payment whatsoever shall be made for these samples.
- 3.5 The Marble/ Kota/ Granite or any other stone shall be fully supported by the details establishing the quarry and its location or source.
- 3.6 The rate of items of flooring is inclusive of Providing Sunken Flooring in Bathrooms, Kitchen, W.C., etc. and nothing extra on this account is admissible.
- 3.7 Chasing of required width and thickness shall be made in brick work at skirting location so as to flush the external surface of skirting with internal plastering. No extra payment towards making chases in brick work at skirting shall be made and the same is presumed to be inclusive of rate quoted for the item of providing and fixing skirting.

- 3.8 Proper gradient shall be given to flooring for toilets, verandah, kitchen, courtyard etc. so that the wash water flows towards the direction of floor trap. Any reverse slope if found, shall be made good by the contractor by ripping open the floor/grading concrete and nothing shall be paid for such rectifications.
- 3.9 The flooring and skirting will be executed as per pattern shown in the Architectural drawings and as per approval of Regional Director or his representative and nothing extra shall be payable on this account.
- 3.10 The rate shall include the cost of all materials and labour involved in all the operations. Nothing extra shall be paid for use of cut/sawn stone/ tiles in the work.

3.11 **Vitrified Tile Flooring**

3.11.1 The tiles shall be of approved make and shall generally conform to Table 12 of IS15622.

The full body Vitrified tiles of specified sizes shall be used & sample of tiles shall be got approved from the Engineer-in-Charge. The Mandatory tests for vitrified tiles shall be got done as per CPWD Specifications (volume-1)/relevant BIS Code.

3.11.2 The vitrified tiles shall be as specified in the item. The tiles shall be of specified colours as shown in the drawings or as approved by Regional Director or his representative and will be laid in pattern as per architectural drawings. Nothing extra shall be paid for laying tiles in specific pattern. The tiles shall be of first quality of approved make.

4.0 WATER SUPPLY AND SANITARY INSTALLATIONS:

- 4.1 The centrifugally cast (spun) iron S&S pipe, Hub less pipes and G.I pipe / CPVC Pipes/ PPR SWR Pipes wherever necessary shall be fixed to RCC columns, beams etc. with steel dash fastener and nothing extra shall be paid for this.
- 4.2 The contractor shall be responsible for the protection of the sanitary and water supply fittings and other fittings and fixtures against pilferages and breakage during the period of installation and thereafter until the building is handed over.

5.0 WATER PROOFING TREATMENT IN SUNKEN/DEPRESSED FLOOR SLABS INTEGRAL WATER PROOFING TREATMENT

5.1 The specification given for the roof surface shall apply for treatment of sunken floor slabs except that instead of brick bats, well burnt brick aggregates of about 40 mm, size shall be used and rounding and tapering at junctions of floor and beam/wall shall be done to a height of 300 mm, The finishing layer of 20 mm. thick cement mortar and cement slurry shall be continued on the vertical surfaces for the entire sunken portion. The finished surface shall be true to line/ level and gradient as specified and of the required thickness.

5.2 Water proofing treatment shall be cured for 10 days.

5.3 Before the water proofing treatment is done it shall be ensured that the outlet pipes are properly fixed and the gap between the wall and pipes are properly filled with brick/stone aggregate and cement mortar admixed with proprietary water proofing compound and grouted with cement slurry admixed with proprietary water proofing compound by injection process.

5.1 MEMBRANE WATER PROOFING TREATMENT

- 5.1.2.1 The work in general shall be carried out as per CPWD Specifications or / as per Manufacturer's Specifications. The Applicators authorized by the manufacturers shall only be engaged in the work.
- 5.1.2.2 Before the water proofing treatment is done it shall be ensured that the outlet pipes are properly fixed and the gap between the wall and pipes are properly filled with brick/stone aggregate and cement mortar admixed with proprietary water proofing compound and grouted with cement slurry admixed with proprietary water proofing compound by injection process.

5.2 ON TERRACE/ROOF/BALCONIES ETC

- 5.2.1 The work in general shall be executed as per Manufacturers Specifications or CPWD Specifications as applicable.
- 5.2.2 Total quantity of the water proofing compound required shall be arranged only after obtaining the prior approval of the Engineer in Charge in writing. Materials shall be kept under double lock and key and proper account of water proofing compound used in the work shall be maintained. It shall be ensured that the consumption of the compound is as per specified requirements.
- 5.2.3 The finished surface after water proofing treatment for floor in sunken portion shall have minimum slope of 1 in 48 unless otherwise decided by the Engineer in Charge.
- 5.2.4 Before commencement of treatment on floor surface, it shall be ensured that outlet drain/spouts have been fixed and the spout openings have been eased and rounded off properly for easy flow of water.
- 5.2.5 Contractor shall associate himself with anyone of the specialist firms relating to the water proofing treatment with the approval of Engineer in charge .
- 5.2.6 **Water proofing treatment of all types of work: The Contractor(s) shall submit for the approval of the Engineer-in-Charge, the names of specialized agencies, of repute along with their technical & financial capability proposed to be engaged by him within three months from the date of award who have executed satisfactorily at least one similar work of equal or more magnitude or two similar works of minimum 50% magnitude (Financial) of water proofing items in the agreement during the last seven years.**

5.3 Guarantee for water proofing works:

Five years guarantee bond in prescribed proforma **(Annexure-B)** attached herewith shall be submitted by the contractor which shall also be signed by both the specialized agency and the contractor to meet their liability/liabilities under the guarantee bond. However, the sole responsibility of above efficiency of water proofing treatment shall rest with the building contractor. Separate guarantee bonds shall be submitted by the contractor for different type of water proofing works. **Additional 5% (five percent) of the cost of water proofing work (other than Security Deposit mentioned in the Tender) shall be retained as security deposit** and the amount so withheld would be released after **five** years from the date of expiry of defects liability period under the agreement, if the performance of the work done is found satisfactory. If any defect is noticed during the guarantee period, it shall be rectified by the contractor within **7(seven)** days of receipt of intimation of defects pointed out, and if not attended within the specified period, the same will be got done from other Agency/Agencies at the risk and cost of contractor. While attending to the rectification work, the Contractor is responsible to restore and make good any collateral damages likely to occur, to its original specifications. The cost of executing these contiguous works while attending the rectification works shall be borne by the contractor. The security deposit against this item of work shall be in addition to the security deposit mentioned elsewhere in contract form.

6.0 CONDITIONS FOR CEMENT AND STEEL REINFORCEMENT:

Contractor has to procure Cement and steel (if necessary) and has to produce manufacturers test certificate and invoice for each lot of Cement and steel Reinforcement (if necessary) procured at site.

6.1 CEMENT:-

The contractor shall procure Ordinary Portland Cement (OPC) 43 grade conforming to IS: 8112 as required in the work from reputed manufacturers of cement such as ACC, Ultratech, Shree Cement, Ambuja, Jaypee Cement, Vikarm, Centuary, J.K. Cement, Chettinad, Penna Cement, Bharati cement, Nagarjuna, and Maha or from any other reputed cement manufacture having a production capacity not less than 1 million Ton per annum as approved in CPWD norms. Supply of cement shall be taken in 50kg bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Regional Director or his representative and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Regional Director or his representative to do so. **If the contractor uses Puzzolona Portland Cement (PPC) in lieu of Ordinary Portland Cement (OPC) necessary cost adjustment shall be made.** The cement of approved make as aforesaid in 50 kg. bag bearing manufacturer's name and ISI marking, along with manufacturers test certificate for each lot shall be procured by the contractor. It shall be noted that, if the contractor uses higher grade of cement, nothing extra shall be paid.

- a) IS:456-2000 Code of Practice for Plain and Reinforced Concrete (as amended upto date) shall be followed in regard to Concrete Mix Portion and its production as under:
 - i. The concrete mix design shall be done as "Design Mix Concrete" as prescribed in clause-9 of IS 456 mentioned above.
 - ii. Concrete shall be manufactured in accordance with clause 10 of above mentioned IS:456 covering quality assurance measures both technical and organizational, which shall also necessarily require a qualified Concrete Technologist to be available during manufacture of concrete for certification of quality of concrete.
- b) Minimum M30 grade of RMC concrete shall be used in all structural elements of RCC, both in load bearing and framed structure.
- c) While using OPC for structural concrete work, no further admixing of flyash shall be permitted, unless otherwise specified in the item.

6.2 The Supply of cement shall be taken in 50Kg bags bearing manufacturer's name, batch No. and ISI marking, samples of cement shall be taken by the Regional Director or his representative or his authorized officer in the presence of the contractor or his authorized representative and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the sample cement does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site of work by the contractor at his own risk and cost within a week's time of written order from the Regional Director or his representative to do so. and no payment what so ever may be paid to the contractor in this regard.

6.3 The cost of tests shall be borne by the contractor / Department in the manner indicated below:

- (a) By the contractor, if the results show that the cement does not conform to the relevant BIS codes.
- (b) By the Department, if the results show that the cement conforms to relevant BIS codes.

- 6.4 The cement shall be brought at site in bulk supply as decided By the Engineer-in-Charge.
- 6.5 The cement godown shall be constructed by the contractor at site of work for which no extra payment shall be made.
- 6.6 The contractor shall be responsible for the watch and ward and safety of the cement godown. The cement shall facilitate the inspection of the cement godown by the and Regional Director or his representative at any time.
- 6.7 The Cement shall be got tested by the Regional Director or his representative and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing.
- 6.8 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid there in. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to made.
- 6.9 The Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-charge.
- 6.10. The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within 3 days of receipt of such notice, the Regional Director or his representative shall get it removed at the cost of the contractor.

7.0 STEEL REINFORCEMENT:

- 7.1 1. The contractor shall procure IS marked TMT bars of various grades from the steel manufactures such as SAIL, TATA STEEL Ltd., RINL, JINDAL STEEL & POWER Ltd., JSW STEEL Ltd. and M/s. Shyam Steel industries Ltd. Or their authorized dealers having valid BIS license for IS: 1786-2008
2. The steel manufacturers or their authorized dealers (as per following selection criteria) having valid BIS license for IS:1786-2008.
procured steel should have following qualities.
- i) Excellent ductility, bend ability and elongation of finished product due to possible refining technology.
 - ii) Consumption of steel should be accurate as per design.
 - iii) Steel should have no brittleness problem in finished product.
 - iv) Steel should carry the quality of corrosion and earthquake resistance.
 - v) Quality steel with achievement of proper level of sulphur and phosphorus as per IS:1786-2008.
- 7.2 The contractor shall have to obtain and furnish test certificates to the Engineer-in- Charge or his authorized officer in respect of all supplies of steel brought by him to the site of work.
- 7.3 Samples shall also be taken and got tested by the Engineer-in- Charge or his representatives

per the provisions in this regard in relevant BIS codes. In case the test results indicate that sample of steel does not conform to BIS codes, the same shall stand rejected and shall be removed from the site of work by the contractor at his own risk and cost within a week's time from written orders from the Regional Director or his representative to do so and no payment whatsoever in this regard shall be made by the Department.

7.4 The steel reinforcement shall be brought to the site in bulk from manufacturers along with test certificate of each lot supply of 10 tones or more or as decided by the Engineer-in-Charge.

7.4 The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion & corrosion. The steel bars shall be stored, about 30 to 45 cms above ground. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking. Nothing extra shall be paid on this account.

7.6 For checking nominal mass, tensile strength, bend test, re-bend test etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below.

Size of bar	For consignment below	For consignment
	100 tonnes	over 100 tonnes
Under 10 mm. dia	One sample for each consignment of 25 tones or part thereof	One sample for each consignment of 40 tones or part thereof
10mm to 16 mm. dia	One sample for each consignment of 35 tones or part thereof	One sample for each consignment of 45 tones or part thereof
Over 16 mm. dia	One sample for each consignment of 45 tones or part thereof	One sample for each consignment of 50 tones or part thereof

7.7 The contractor shall supply free of charge the steel required (if Necessary) for testing including its transportation to testing laboratories. **The cost of tests shall be borne by the Contractor.**

7.8 **The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein. In case the consumption is less than theoretical consumption including permissible variations recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to be made.**

7.9 The Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer – in – Charge.

7.10. The contractor shall furnish to the department all the purchase invoices for cement and Steel for every consignment.

7.11 The contractor should use factory made round type cover blocks for all RCC works to avoid displacement of bars in any directions and to ensure proper cover.

8 **TOOLS AND PLANTS.**

The necessary T&P shall be deployed by the contractor as required to facilitate and ensure the work to be completed smoothly within the stipulated scheduled time.

9 **RATE :-**

- i) The rate includes the cost of materials and labour involved in all the operations described above except for the cost of centering, shuttering and reinforcement, which will be paid separately.
- ii) In case of actual average compressive , strength being less than specified strength which shall be governed by Para ‘ Standard of Acceptance” as above the rate payable shall be worked out accordingly on the basis of analysis.
- iii) In case of rejection of concrete on account of unacceptable compressive strength, governed by Para ‘Standard of Acceptance’ as above, the work for which samples have failed shall be redone at the cost of contractors. However, the Engineer in charge may order for additional tests (like cutting cores, ultrasonic pulse velocity test, load test on structure or part of structure etc) to be carried out at the cost of contractor to ascertain if the portion of structure wherein concrete represented by the sample has been used, can be retained on the basis of results of individual or combination of these tests. The contractor shall take remedial measures necessary to retain the structure as approved by the Engineer in charge without any extra cost. However, for payment, the basis of rate payable to contractor shall be governed by the 28 days cube test results and reduced rates shall be regulated in accordance with Para 5.4.13 of Revised CPWD specification 2009,Vol.-I.
- iv) As per general engineering practice, level of floors in toilet / bath, balconies, shall be kept 12 to 20mm or as required, lower than general floors shuttering should be adjusted accordingly. The landing level of mumti / Staircase cabin shall be Kept one riser level higher than adjoining slab level so as to accommodate water proofing treatment over terrace slab. In case of kitchen slab the portion of floor trap below kitchen platform be kept at lower level as per drawings. Nothing extra is payable on this account.
- v) For the execution of centering and shuttering, the contractor shall use propriety “Reebole” chemical mould release agent of FOSROC or equivalent as shuttering oil as approved by Regional Director or his representative and nothing extra shall be paid on this account.

10 **ALUMINIUM WORK**

Two years guarantee bond in prescribed proforma (**Annexure-A**) attached herewith shall be submitted by the contractor which shall also be signed by both the specialized agency and the contractor to meet their liability/liabilities under the guarantee bond. However, the sole responsibility of above efficiency of Aluminum Work shall rest with the building contractor. Separate Guarantee bonds shall be submitted by the contractor for Aluminum works. **Additional 5% (Five Percent) of the cost of Aluminum work (Other than Security Deposit mentioned in the Tender) shall be retained as Security Deposit** and the amount so withheld would be released after two years from the date of expiry of defects liability period under the agreement, if the performance of the work done is found satisfactory. If any defect is noticed during the guarantee period, it shall be rectified by the contractor within **7 (Seven)** days of receipt of intimation of defects pointed out, and if not attended within the specified period, the same will be got done from other Agency/Agencies at the risk and cost of the contractor. While attending to the rectification work, the contractor is responsible to restore and make good any collateral damages likely to occur, to its original specifications. The cost of executing these contiguous works while attending the rectification works shall be borne by the contractor. The security deposit against this item of work shall be in addition to the security deposit mentioned elsewhere in contract form.

- i. The material for the work shall be procured from the approved manufacturer as per the list attached

with the tender documents. The Contractor shall procure and submit samples of various materials to be used in the work for the approval of Regional Director or his representative and no work shall commence before such samples are approved. Samples of un-anodized as well as polyester powder coated aluminum sections, microwave cured EPDM gaskets, glass, stainless steel screws, anchor fasteners, hardware and any other material or components requiring approval of samples, in opinion of Engineer-in-Charge, shall be submitted for the approval as mentioned above. The above samples shall be retained as standards of materials and workmanship.

- ii. The Contractor shall prepare the shop drawings for the aluminum windows giving details of the various aluminum sections, microwave cured EPDM gaskets, cleats, anchor fasteners, hardware, sealants, glass etc. and submit the same for the approval of Engineer-in-Charge.
- iii. Only after the approval of the samples and the shop drawings by the Engineer-in-Charge, the Contractor shall procure the material for the work. All materials brought to the site by the Contractor, for use in the work, as well as fabricated components shall be subject to inspection and approval by Engineer-in-Charge. The Contractor shall produce manufacturer's test certificates for any material or particular batch of materials supplied by him.
- iv. The Contractor shall prepare a finished sample of the aluminum window along with glazing panel and fittings etc. for approval of workmanship and material. Nothing extra shall be payable on this account.
- v. Aluminum sections to be used for various works shall be appropriate to meet technical, structural, functional and aesthetic considerations. The polyester powder coating shall be carried out in an approved factory / workshop as specified in the tender documents.

v) Fabrication

All joints shall be accurately fabricated and be hairline in appearance. The finished surface shall be free from visible defects. All the aluminum windows/ ventilators /doors shall be factory made and shall be brought to site for assembly and fixing.

All hardware used shall conform to the relevant specifications and as per samples approved by the Engineer-in-Charge. Design, quality, type, number and fixing of hardware shall be generally in accordance with architectural drawings and as approved by the Regional Director or his representative before use.

All doors, windows, ventilators and glazing etc. shall be made water tight with microwave cured EPDM gaskets and weather silicone sealants to the satisfaction of the Engineer-in-Charge, for which nothing extra shall be payable.

The frames shall be strictly as per Architectural drawings, the corners of the frame being fabricated to the true right angles. Both the fixed frames and openable shutter frames shall be fabricated out of sections cut to required length, mitered and mechanically jointed for satisfactory performance. All members shall be accurately machine milled and fitted to form hairline joints. The jointing accessories such as aluminium cleats, stainless steel screws etc. shall not to cause any bi-metallic reaction by providing separators, wherever required. 6.5 Vertical members of the aluminium frame work shall be embedded in the floors, wherever required, by cutting and making good of the floor.

11 FIXING OF ALUMINIUM FRAME WORK

The screws used for fixing fixed aluminium frames of the aluminium windows to masonry walls / RCC members and aluminium members to other aluminium members shall be of stainless steel of approved make and quality and of stainless steel grade 304. Threads of machine screws used shall conform to requirement of I.S. 4218.

For the aluminium windows, the gap between the aluminium frames and the R.C.C / Masonry and also any gaps in the various sections shall be filled with weather silicone sealant DC 795 of Dow Corning or equivalent in the required bite size, to ensure water tightness including providing and fixing backer rod, wherever required. The weather silicone sealant shall be of such approved colour and composition that it would not stain or streak the masonry / R.C.C. work. It should not sag or flow and shall not set hard or dry out under any conditions of weather and shall be tooled properly. The weather silicone sealant shall be used as per the manufacturer's specifications and shall be of approved colour and shade. Any excess sealant shall be removed / cleared. Nothing extra shall be payable for the above.

Fixing of glass panes shall be designed in such a way that replacing damaged / broken glass panes is easily possible without having to remove or damage any members or interior finishing materials.

Stainless steel adjustable heavy duty friction hinges and the aluminium handles for the open able side hung windows shall be of "Earl Bihari" Ebco, make or equivalent as approved by the Engineer-in-Charge. 2 nos. friction hinges shall be provided per shutter.

12 **PROTECTIONS AND CLEANING:**

All glass panes shall be retained within aluminium framing by use of exterior grade microwave cured EPDM gaskets. Use of glazing or caulking compounds around the perimeter of glass will not be permitted. There shall be no whistling or rattling. Before installation of glass, Contractor shall ensure the following:

All glazing rebates shall be square, to plumb, true to plane, dry and free from dust.

Glass edge shall be clean and cut to exact size and grounded Low 'E' – Heat strengthened glass of specified thickness in doors, windows, ventilators and fixed glazing etc. shall be of approved make and standard quality conforming to C.P.W.D. Specifications.

4 mm thick glass panes shall be provided for openings not exceeding 0.5 sqm. For openings exceeding 0.5 sqm in area, 5.0 mm thick glass panes shall be provided unless specified otherwise.

ENVIRONMENT MANAGEMENT

1. AIR QUALITY

- 1.1 The Contractor shall take all necessary precautions to minimize fugitive dust emissions from operations involving excavation, grading, and clearing of land and disposal of waste. He shall not allow emissions of fugitive dust from any transport, handling, construction or storage activity to remain visible in atmosphere beyond the property line of emission source for any prolonged period of time without notification to the Engineer-in-Charge.
- 1.2. The Contractor shall use construction equipment designed and equipped to minimize or control air pollution.
- 1.3. If after commencement of construction activity, and Regional Director or his representative believes that the Contractor's equipment or methods of working are causing unacceptable air pollution impacts then these shall be inspected and remedial proposals shall be drawn up by the Contractor, submitted for review to the Regional Director or his representative and implemented.
- 1.4. In developing these remedial measures, the Contractor shall inspect and review all dust sources that may be contributing to air pollution. Remedial measures include use of additional/ alternative equipment by the Contractor or maintenance/modification of existing equipment of the Contractor.
- 1.5. In the event that approved remedial measures are not being implemented and serious impacts persist, the Regional Director or his representative may direct the Contractor to suspend work until the measures are implemented as required under the Contract.
- 1.6. Contractor's transport vehicles and other equipment shall conform to emission standards fixed by Statutory Agencies of Government of India or the State Government from time to time. The Contractor shall carry out periodical checks and undertake remedial measures including replacement, if required, so as to operate within permissible norms.

- 1.7. The Contractor shall establish and maintain records of routine maintenance program for internal combustion engine powered vehicles and equipment used on this project.
- 1.8. The Contractor shall cover loads of dust generating materials like debris and soil being transported from construction sites. All trucks carrying loose material should be covered and loaded with sufficient free-board to avoid spills through the tail board or side boards
- 1.9. The Contractor shall promptly transport all excavation disposal materials of whatever kind so as not to delay work on the project. Stockpiling of materials will only be allowed at sites designated by the Engineer-in-Charge. The Contractor shall place excavation materials in the dumping/disposal areas designated by Engineer-in-Charge.
- 1.10. The temporary dumping areas shall be maintained by the Contractor at all times until the excavate is re-utilized for backfilling or as directed by Engineer-in-Charge. Dust control activities shall continue even during any work stoppage.
- 7.10 The contractor shall place material in a manner that will minimize dust production. Material shall be minimized each day and wetted, to minimize dust production. During dry weather, dust control methods must be used daily especially on windy, dry days to prevent any dust from blowing across the site perimeter.
- 1.12. The Contractor shall water down construction sites as required to suppress dust, during handling of excavation soil or debris or during demolition. The Contractor will make water sprinklers, water supply and water delivering equipment available at any time that it is required for dust control use. Dust screens will be used, as feasible when additional dust control measures are needed specially where the work is near sensitive receptors.
 - 1.13 The Contractor shall provide a wash pit or a wheel washing and/or vehicle cleaning facility at the exits from work sites. At such facility, high-pressure water jets will be directed at the wheels of vehicles to remove all spoil and dirt.

2. WATER QUALITY

- 2.1 The Contractor shall comply with the Indian Government legislation and other State regulations in existence so far as they relate to water pollution control and monitoring. A drainage system should be constructed at the commencement of the Works, to drain off all surface water from the work site into suitable drain outlet.
- 2.2. The Contractor shall provide adequate precautions to ensure that no spoil or debris of any kind is pushed, washed, falls or deposited on land adjacent to the site perimeter including public roads or existing stream courses and drains within or adjacent to the site. In the event of any spoil or debris from construction works being deposited or any silt washed down to any area, then all such spoil, debris or material and silt shall be immediately removed and the affected land and areas restored to their natural state by the Contractor to the satisfaction of the Engineer-in-Charge.
- 2.3. The Contractor shall ensure that earth, bentonite, chemicals and concrete agitator washings etc. are not deposited in the watercourses but are suitably collected and residue disposed off in a manner approved by local authorities.
- 2.4. All water and waste products (surface runoff and wastewater) arising on the site shall be collected and removed from the site via a suitable and properly designed temporary drainage system and disposed off at a location and in a manner that will cause neither pollution nor nuisance.

- 2.5. Any mud slurry from drilling, diaphragm wall construction or grouting etc. shall not be discharged into the drainage system unless treatment is carried out that will remove silt, mud particles, bentonite etc. The Contractor shall provide treatment facilities as necessary to prevent the discharge of contaminated ground water.
- 2.6. The Contractor shall discharge wastewater arising out of site office, canteen or toilet facilities constructed by him into sewers after obtaining prior approval of Engineer-in-Charge. A wastewater drainage system shall be provided to drain wastewater into the sewerage system.
- 2.7. The bentonite mixing, treatment and handling system shall be established by the contractor giving due regard to its environmental impacts. The disposal of redundant bentonite shall be carefully considered whether in bulk or liquid form. The disposal location will be advised and agreed with the relevant authorities.
- 2.8. The Contractor shall take measures to prevent discharge of oil and grease during spillage from reaching drainage system or any water body. Oil removal / interceptors shall be provided to treat oil waste from workshop areas etc.
- 2.9. The Contractor shall apply to the appropriate authority for installing bore wells for water supply at site.

3. WASTE MANAGEMENT

- 3.1. The contractor is required to develop, institute and maintain a Waste Management Programme (WMP) during the construction of the project for his works, which may include:-
 - i) Identification of disposal sites.
 - ii) Identification of quantities to be excavated and disposed off.
 - iii) Identification of split between waste and inert material
 - iv) Identification of amounts intended to be stored temporarily on site location of Such storage.
 - v) Identification of intended transport means and route.
 - vi) Obtaining permission, where required, for disposal.
- 3.2. Such a mechanism is intended to ensure that the designation of areas for the segregation and temporary storage of reusable and recyclable materials are incorporate into the WMP. The WMP should be prepared and submitted to the Regional Director or his representative for approval.
- 3.3. The Contractor shall handle waste in a manner that ensures they are held securely without loss or leakage thus minimizing potential for pollution. The Contractor shall maintain and clean waste storage areas regularly.
- 3.4. The Contractor shall remove waste in a timely manner and dispose off at landfill sites after obtaining approval of Conservancy and Sanitation Engineering Department of Municipal Corporation for its disposal.
- 3.5. Burning of wastes is prohibited. The Contractor shall not burn debris or vegetation or construction waste on the site but remove it.
- 3.6. The Contractor shall make arrangement to dispose of metal scrap and other saleable waste to authorized dealer and make available to the Regional Director or his representative on request, records of such sales.

4. HAZARDOUS WASTE MANAGEMENT

- 4.1. If encountered or generated as a result of Contractor's activity, then waste classified as hazardous under the "Hazardous Wastes (Management & Handling) Rules, 1989, amendments 2000, 2003" shall be disposed off in a manner in compliance with the procedure given in the rules under the aforesaid act.
- 4.2. Chemicals classified as hazardous chemicals under "Manufacture, Storage and Import of Hazardous Chemical Rules, 1989 of Environment (Protection) Act, 1986 shall be disposed off in a manner in, compliance with the procedure given in the rules under the aforesaid act.
- 4.3. The contractor shall identify the nature and quantity of hazardous waste generated as a result of his activities and shall file a 'Request for Authorisation' with Telangana Pollution Control Committee along with a map showing the location of storage area.
- 4.4. Outside the storage area, the contractor shall place a 'display board', which will display quantity and nature of hazardous waste, on date. Hazardous Waste needs to be stored in a secure place.
- 4.5. It shall be the responsibility of the contractor to ensure that hazardous wastes are stored, based on the composition, in a manner suitable for handling, storage and transport. The labeling and packaging is required to be easily visible and be able to withstand physical conditions and climatic factors.
- 4.6. The contractor shall approach only Authorized Recycler of Hazardous Waste for disposal of Hazardous Waste, under intimation to the Engineer-in-Charge
- 4.7. Submittal of all environment related documents and records pertaining to monitoring and trend analysis on key parameters such as but not limited to consumption/efficient use of resources such as energy, water, material such as cement, fly ash, iron and steel, recycle/reuse of waste etc that shall have demonstrated continual improvement in the implementation of Environmental management System. Failure to do so the employer shall impose appropriate penalty as indicated under penalty clause.

ENERGY MANAGEMENT.

- 5.1. The contractor shall use and maintain equipment so as to conserve energy and shall be able to produce demonstrable evidence of the same upon of Regional Director or his representative request.
- 5.2. Measures to conserve energy include but not limited to the following:
 - i) Use of energy efficient motors and pumps.
 - ii) Use of energy efficient lighting, which uses energy efficient luminaries.
 - iii) Adequate and uniform illumination level at construction sites suitable for the task.
 - iv) Proper size and length of cables and wires to match the rating of equipment.
 - v) Use of energy efficient air conditioners.

TESTING OF MATERIALS

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

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

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

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

1. All Government Institutes having testing Laboratory facility.
2. Indian Institute of Technology, Tirupathi/Hyderabad/Madras.
3. National Institutes of Technology.
4. Central Government / State Government Research Centers.
5. Centrally or State Government funded Laboratories stands approved.
6. Laboratory as approved by the competent authority.
7. National Council for Cement and Building Materials, Ballabgarh, Haryana.

Sign of Contractor :

Date :

Place:

**Regional Director
ESI Corporation Regional Office,
Hyderabad, Telangana**

Annexure-A

Guarantee To Be Executed By Contractors For Removal Of Defects After Completion In Respect Of Aluminum Doors, Windows, Ventilators Work and Curtain Glazing work

The agreement made this _____ day of _____ two thousand _____ between _____ son of _____ (hereinafter called the Guarantor of the one part) and the ESI Corporation (hereinafter called the ESIC of the other part).

WHEREAS THIS agreement is supplementary to a contract (hereinafter called the Contract) dated _____ and made between the GUARANTOR OF THE ONE part and the

Government on the other part. Where by the contractor inter alia, undertook to render the work in the said contract recited structurally stable leak proof and sound material, workmanship, anodizing, coloring, sealing.

AND WHEREAS THER agreed to give a guarantee to the effect that the said work will remain structurally stable, leak proof and guaranteed against the faulty material and workmanship defective anodizing coloring and finishing for **two years** to be reckoned from the date after the maintenance period prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that the work executed by him will remain structurally stable leak proof and guaranteed against faulty material and workmanship defective anodizing and coloring for the minimum life of **two years** to be reckoned from the date after the maintenance period prescribed in the contract.

The decision of the Engineer-in-charge with regard to case of defect shall be final.

During the period of guarantee the guarantor shall make good all defects and in case of any defect to the satisfaction of Engineer at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer calling upon him to rectify the defects failing which the work shall be got done by department or by some other contractor at guarantors cost and risk. The decision of the Engineer-in charge as to the cost, payable by the Guarantor shall be final and binding.

That if Guarantor fails to make good all the defects, commits breach there under then the guarantor will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement.

As to the amount of loss and / or damage and / or cost incurred by the Government the decision of the Engineer-in-charge will be final and binding on the parties.

IN WITNESS WHEREOF these present have been executed by the Obligator _____ and by _____ for and on behalf of the ESI Corporation on the day, month and year first above written.

SIGNED SEALED AND delivered by OBLIGATOR in the presence of:-

- 1.
- 2.

SIGNED FOR AND ON BEHALF OF THE ESI Corporation by..... in presence of:-

- 1.
- 2.

Annexure-B

**GUARANTEE FOR REMOVAL OF
DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS**

The agreement made this _____ day of _____ two thousand and _____ between _____ son of _____ of _____ (hereinafter called the Guarantor of the one part) and RD,ESIC,TS (hereinafter called the RD of the other part).

WHEREAS this agreement is supplementary to a contract (here in after called the contract), dated _____ and made between the GUARANTOR of the ONE part and the GOVERNMENT of the other part, whereby the contractor, interalia, undertook to render the buildings and structures in the said contract recited completely water and leak- proof.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof **FOR FIVE** years to be reckoned from the date after the **maintenance period** prescribed in the contract.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak- proof and the minimum life of such water proofing treatment shall be **FIVE years** to be reckoned from the date after the maintenance period prescribed in the contract:

Provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

- (i) Misuse of roof shall mean any operation which will damage proofing treatment like chopping of firewood and the things of same nature which might cause damage to the roof
- (ii) Alteration shall mean construction of an additional storey or a part of the roof or _____ construction adjoining to existing roof whereby proofing treatment is removed in parts.
- (iii) The decision of the Regional Director or his representative with regard to cause of leakage shall be final.

During this period of guarantee the Guarantor shall make good all the defects and in case of any defect being found render the building water proof to the satisfaction of the Regional Director or his representative at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Regional Director or his representative calling upon him to rectify the defects failing which the work shall be got done by the department by some other contractor at the GUARANTOR'S cost and risk. The decision of the Regional Director or his representatives to the cost payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the waterproofing or commits breach there under, then the Guarantor will indemnify the principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Government, the decision of the Regional Director or his representative will be final and binding on the parties.

IN WITNESS WHERE-OF these presents have been executed by the obligor _____ and by _____ and for and on behalf of the RD ESIC on the month and year first above written.

SIGNED, sealed and delivered by (OBLIGOR) in the presence of.

- 1.
- 2.

Signed for and on behalf of the RD ESIC by _____ in presence of:

- 1.
- 2.

LIST SHOWING PREFERRED BRANDS/MANUFACTURERS/MAKES (CIVIL)

NOTE: - 1) A List of Preferred Brand Names of Various Materials / Products are shown below for usage in execution of Work. However, Approved equivalent material of any other Specialized Companies / Firms may also be used , in case it is established that the Brands Specified below are not available in the market and subject to Approval of the alternate Brand by the Engineer In charge.

2) It must be ensured, in general, that all materials to be used in the works shall bear BIS Certification mark. In cases where for a particular material/product, BIS Certification Mark is not available, then the material proposed to be procured can be used subject to the condition that it should conform to CPWD Specifications and relevant BIS codes. In such cases written approval of the Engineer-in -Charge shall be obtained before use of such material in their works.

3) The list given below does not absolve the Executing Agency from their responsibility for using these products. It is only after, they are satisfied about the quality and performance, the products shall be used. To achieve this, proper check on the quality of the product, actually to be used, should be exercised.

S.NO	MATERIALS	PREFERRED MAKE
1	Ordinary Portland Cement	ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement, JK Cement, Penna Cement , Bharathi Cement, Maha , Nagarjuna and Brands Approved by ADG(SR) I.
2	Portland Pozzolana Cement	
3	White Cement	Birla, J.K. White, Travancore.
4	Reinforcement steel – (Primary Producers)	RINL, SAIL, TATA STEEL Ltd., JSW STEEL Ltd., JINDAL STEEL & POWER Ltd., Shyam produced by M/s.Shyam Steel Industries Ltd.
5	Ready Mix Concrete (RMC)	Ultra Tech, ACC, RMC Ready Mix (India), Nuvoco Vistas Corporation Ltd., (formally known as Lafarge India Ltd.), RMC by M/s Aparna Enterprises limited,Hyderabad, RDC Concrete (India) Pvt. Ltd
6	Pulverized Stone Sand/ Crushed Stone Sand (Manufactured Sand)	Rank Enterprises, Robo Sand.
7	Polymer based Curing Compounds	FOSROC, SIKA, BASF
8	Structural Steel Sections	TATA, SAIL,RINL, JINDAL Steel & Power Ltd., J SW
9	Hollow Steel Tube Sections	TATA, Jindal, Apollo
10	Fly ash Cement Bricks	KSP Industries, Prakash International Ltd, NUBRIC.
11	Autoclaved Aerated Concrete Blocks (AAC)	M/s. Hyderabad Industries Ltd., M/s. Ultra Tech India Limited, M/s. Siporex India Ltd., NCL, NUBRIC.
12	Binding Wire	TATA, JSW
13	Factory Made Cement Concrete Cover Blocks	A.S.R. Cover Blocks, Stand alone Universal Concrete Cover Blocks.

14	RCC Door Frames	Ventura, Bothra.
15	Flush Door Shutters	Raavela Doors, Indian Timber Products, Kitply,
16	Fire Check / Rated Doors	Navair, Godrej, Shaktimet, Kenwood, MPP Schodders.
17	Smoke Seal Strip	Promat, Astro flame
18	Plain / Prelaminated Particle Board	ECO Board, TESA Action Co., Kitlam, Archid ply, Century
19	Ply wood / Laminate	Kitply, Centuryply, Greenply, Merino, Sonear (Donear), Formica, Archidply, Royal touch .
20	Natural wood Veneers	Kitply, Centuryply, Sonear (Donear), Greenply Archidply, Durain, National Action Tesa, Anchor.
21	Adhesive / Glue	Pidilite, Dunlope, Sika, Fosroc, Vamorganic.
22	Steel Windows/ Pressed Steel Frames	Madhu Industries, (Bengaluru), San Harvic, NCL
23	Cement Bonded Particle Board	BISON Boards of NCL.
24	PVC Door Frames & Shutters	Rajshri Plastiwood, Sintex.
25	FRP Door Frames & Shutters	Meena Fibre Glass, Duroplast, Cactus, Polyline.
26	UPVC Windows	Fenesta, Kommerling , Rehau, Wintech, LG, Encraft – Madhu Industries, Polywood.
27	Ceramic Floor /Dado Tiles	Somany, Johnson, Kajaria, Orient, Bell, RAK, Asian, NITCO, AGL tiles.
28	Vitrified Tiles	Somany, Johnson, Kajaria, Orient Bell Ltd, RAK, Vitero brand Aparna tiles
29	Precast Terrazo Tiles	NITCO, Hindustan, Modern.
30	Precast Chequered Tiles	NITCO, Hindustan, INDO, Bharat, Poddar.
31	Non Metallic Floor Surface Hardners	Ironite, Hardonite, FOSROC, SIKA, BASF, CICO, Pidilite.
32	Precast Cement Concrete Tiles	NITCO, Hindustan, INDO, Ultra, NTC, Poddar.
33	Factory made Cement Concrete Interlocking Paver Blocks	Earth Pavers Hyd. Pvt. Ltd., NITCO (Rockard), Bharat (Nilsan), Classic Tiles.
34	Grass Paver	Unistone, Ultra.
35	Glass Mosaic Tiles	Palladio, Coral, Mridul, Bisazza.
36	PVC Flooring	LG Hausys, Ger Flor, Armstrong .
37	High Density Fibre (HDF) Pre-laminated Flooring boards	Pergo, Armstrong.

38	Unglazed Heavy Duty Vitrified Tiles	Somany (Dura Gres), Kajaria (Pavigres).
39	Unglazed Heavy Duty Paver/Parking Tiles	Somany (Dura Stone), Johnson (Endura),
40	Clay Tiles on Roof	Kenjai, Johnson, Common Wealth Trust (Ind) Ltd.
41	Tile Adhesives	Laticrete, ,Ardex Endura, Weber, Roff. SIKA, Ferrous.
42	Grout Compound/ Epoxy Grouts	Laticrete, Ardex Endura, Weber, Fosroc, Pidilite, SIKA, Ferrous, BASF, CICO.
43	Epoxy Motor	Fosroc, SIKA, BASF
44	Water Proofing Compound	Fosroc, CICO, SIKA, Pidilite, , BASF, Acco-proof, Ardex Endura.
45	Damp Proof Material	Duraseal, Acco-proof, Impermo
46	Actactic Polypropylene (APP) Modified Water Proof Membrane	S T P, Bitumat Co. Ltd., Pidilite, Hydrotech Ltd.
47	Admixtures / Platisizers	Fosroc, CICO, SIKA, BASF, MC
48	Ethylene Propylene Diene Monomer (EPDM) Gasket	Hanu /Anand
49	Aluminium Extruded sections	Jindal, Hindalco, Indian Aluminium Co.
50	Polyester Powder Coating	Nerolac, Berger, Akzonobel, Jotun
51	Poly Sulphide Sealant	Pidilite, Tuffseal, Choksey chemicals.
52	Cement Based Wall putty	Birla Wall Care, J.K. Wall putty, Berger Paints , Asian Paints.
53	Paints/ Primer / Acrylic Emulsion (Premium Quality)	ICI Dulux, Asian Paints, Berger, Nerolac .
54	Melamine Polish	Asian Paints, Melamyne Gold Wudfin of Pidilite Industries, Timbertone of ICI Dulux.
55	Water Proofing Cement Paint	Snowcem India, ICI Dulux, Berger, Asian.
56	PU Enamel Metallic Paints on MS Structure & Epoxy paints (Premium Quality)	SKK, Akzonobel, Asian, Berger, MRF.
57	Calcium Silicate False Ceiling Tiles	Aerolite Co, Hilux, Armstrong
58	Gypsum Board False Ceiling Tiles	Saint Gobain, Lafarge, Amstrong Co.
59	Mineral Fibre Board False Ceiling Tiles	Armstrong , Decosonic.
60	Rockwool / Glasswool insulation.	Twigafiber, Llyod Insulation, Supreme.
61	False Flooring System .	Kebao, Pinnacle, Access Floor System
62	Anodised / Powder Coated Aluminium Fittings / Fixtures-	Everite, Jyoti, Shakti, Sigma (BIS mark), Hardima.
63	Stainless Steel Pipes (Railing)	Jindal Stainless Steel Ltd., Connect Architectural Products Pvt. Ltd.

64	Stainless Steel Wire Mesh	Champion Make, GKD.
65	Float / Plain / Tinted / Tempered / Toughened Glass.	Modi, Saint Gobain, Asahi, Atul, Glaverbel, Pilkington .
66	Mirror Glass.	Modi Guard, Atul, Asahi, Goldenfish.
67	Hydraulic Door Closers / Floor Springs	Godrej, Hardwyn, Everite, Dorma, Dorset, Magnum, Kich.
68	Steel Nuts, Bolts and Screws-	Atul, Hilti, Kundan, Priya .
69	Ball Bearing Hinges and Spring Hinges	Dorma, Hafele, Geze, Dorset, Magnum.
70	Stainless Steel Screws	Kundan, Arrow, Nettlefold, GKW.
71	Clamping System Using Dash / Anchor Fastners.	Hilti, Fischer, Bosch, Canon.
72	Locks in Furniture Cabinets.	Hettich, Blum, Hafele, Godrej, Link, Harrison.
73	Four Point / Multi Point Locking Handle.	Hefele, Alu-Alfa, Geze, Dorma, Godrej .
74	Stainless Steel Friction stay hinges	Hafele, Earl Bihari
75	Door closer lock / Panic exit device	Ingersoll Rand, Dorma, Monarch.
76	Door Coordinator	UL Listed, Monarch.
77	Precoated Galvolum Iron Profile Sheets.	Pennar, TATA Blue scope, NCL.
78	Multi Walled PolyCarbonate Roofing Sheets	Lexan, GE
79	Bitumen	Indian Oil, Hindustan Petroleum Corporation.
80	Aluminium Composite Panels (ACP)	Alstrong, Alucobond, Aluplex, Alubond.
81	Structural Glazing	Modi, Saint Gobain, Asahi, Glaverbel.
82	Structural and Weather Sealants (Silicon)	Dow Corning, Wacker., GE, BASF
83	Adhesive Tape	Norton
84	Spider Patch Fittings for Structural Glazing	Dorma, Sevax, Kich, Ozone, Hafele.
85	G.I. Pipes -	TATA, Jindal, Zenith, Hissar .
86	G.I. Fittings	HB, R Brand, Unik, ICS.
87	Gun Metal Valves / Non Return Valves	Zoloto, Leader, Sant.
88	C.I. Sluice Valves (Double Flanged)	Zoloto, Leader, SANT, Kirloskar, IVC, Burn.
89	PTMT fittings/ fixtures	Prayag, Shakti, pearl.
90	C.P. Brass fittings/ fixtures	Jaquar , Marc, Plumber, ESS ESS, TOTO, Parko, Nova , Grohe.
91	C.P.V.C pipes & specials	Supreme , Prince , Sudhakar, Ashirvad, Astral,, Finolex, Flowguard.
92	uPVC Pipes & Fittings.	Supreme , Prince , Sudhakar, Ashirvad, Astral,, Finolex.
93	Poly Propylene Random Co polymer (PPR) Pipes & Specials	SFMC, Victus, Supreme , Prince.

94	Centrifugally Cast (spun) Pipes & Fittings (Sanitary Pipes)/ Centrifugally Cast iron hub less pipes	NECO , HEPCO, SKF, Bengal Iron Corporation (BIC) / NECO, kepsilan
95	Centrifugally Cast (spun) Pipes (LA) & Fittings (Water Supply Pipes) /	Electro steel, Kesoram, LANCO Industries, RIF, NECO./ NECO, kepsilan
96	Vitreous China Sanitary ware	Parryware, Neycer, Hindware, Cera, Jaquar, TOTO, Duravit.
97	Stainless Steel Sinks	Nirali, Kaff, Hindware, Johnson, Signature, Neelkanth, Cobra, Diamond.
98	Fire Clay Sinks	Sunfire, Parryware, Hindware.
99	Sensor Based Auto Flush Systems	A O S Systems, TOTO, Parryware, Hindware, Grohe, Kochler.
100	PVC Water Storage Tanks	Sintex, Uniplast, Durocon, Polycon, Supreme.
101	Float Valve (Ball Valve)	Prayag, Leader, Zoloto, IBP, Arco.
102	Water Meter	Zoloto, Leader, Dashmesh.
103	RCC Non Pressure (NP-2) Pipes -	Indo., Hindustan, Balaji Pipe Industries, Indian Hume Pipes Ltd.
104	Factory Made SFRC (RCC) Manhole Covers	Indo, Balaji Pipe Industries, Supreme.
105	CI Manhole Covers	SKF, HIF, Neco, Bengal Iron Corporation (BIC).
106	Coupler for reinforcement bars	LOKPAL Industries – Noida, Shree ISPAT Traders – Jaipur, Trimurthi Engg. & Fab Works – Nagpur, National cutting Tools Sai Couplings – Pune, SPROCS Rebar Couplings Kanva Trading – Chennai.
107	All other items not covered above	As per approval of the Engineer-in-charge.

**Regional Director
ESI Corporation
Regional Office, Hyderabad, Telangana**

Annexure- G

UNDERTAKING

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

Sign of Contractor: _____

Full Name: _____

Designation: _____

Date : _____

Place: _____.

ANNEXURE - H

INTEGRITY PACT
(On Bidder's Letter Head)

To,
The Regional Director
ESI Corporation
Regional Office,
Hyderabad-500063.

Subject: " Special Repairs to ESIC RO & Staff Quarters, Adarshnagar, Hyderabad during 2024-25"

Dear Sir,

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

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

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

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

Yours faithfully
(Duly authorized signatory of the Bidder)

ANNEXURE - I

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 202__

BETWEEN

The Regional Director, ESI Corporation, Hyderabad, **'Principal/Owner'**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Bidder)

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

(Details of the duly authorized signatory)

PREAMBLE

WHEREAS the Principal / Owner has floated the Tender **(NIT No:52.W/17/15/5/RO/2024-PMD)** (hereinafter referred to as **"Tender/Bid"**) and intends to award, under laid down organizational procedure, contract for:-

Name of Work:" Special Repairs to ESIC RO & Staff Quarters, Adarshnagar, Hyderabad during 2024-25"

Hereinafter referred to as the **"Contract"**.

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

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

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

Article 1: Commitment of the Principal/Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - c) The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

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

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

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

Article 3: Consequences of Breach:

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner

after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors:

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact:

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

Article 7- Other Provisions:

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS:

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

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

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

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

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:

Dated:

LETTER OF TRANSMITTAL
(On Bidder's Letter Head)

To
The & Regional Director,
ESI Corporation,
Regional Office,
Hyderabad, Telangana.

Subject: " Special Repairs to ESIC RO & Staff Quarters, Adarshnagar, Hyderabad during 2024-25"

Sir,

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

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

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

Certificate:

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

Enclosures:.....

Signature(s) of bidder(s)

Date of submission:

Seal of Bidder

TENDER

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

We agree to keep the tender open for sixty (60) days from the due date of opening of Technical bid and not to make any modifications in its term & conditions.

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

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

I / We undertake and confirm that eligible similar work(s) has / have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I / We shall be debarred for tendering in ESIC in future for ever. Also, if such a violation comes to the notice of ESIC before date of start of work, the Regional Director, ESIC, Hyderabad, Telangana 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 Witness:

Name & Address:

Occupation:

Contact Details :

Signature of Bidder (with Seal)

Postal Address

Annexure-L
(BY REGISTERED/SPEED POST)
Sample letter of acceptance of tender

No.

Dated:

From
The Regional Director,
Regional Office,
ESI Corporation,
Hyderabad,
Telangana-500063.

To

(Name and address of the contractor)

Subject

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

Dear Sir (s),

1. Your tender for the work mentioned above has been accepted on behalf of the ESI Corporation at your tendered/negotiated tender amount of Rs..... (Rupees.....only), which is.....% below/above the estimated cost of Rs.(Rupees.....only).
2. You are requested to submit the performance security/guarantee of Rs..... (Rupees.....only) within days* of issue of this letter. The performance guarantee shall be in the prescribed form as **provided in Page No. 16, Point No. 21 of Tender document , and shall be valid up to**
3. On receipt of the prescribed performance guarantee, necessary letter to commence the work shall be issued, and the site of work handed over to you thereafter.
4. Please note that the time allowed for carrying out the work as entered in the tender (.....days/weeks/months) shall be reckoned from theday* after the date of issue of this letter.

Yours faithfully,

Regional Director
Regional Office, ESI Corporation
Hyderabad, Hyderabad-500063

Annexure – M

FORM OF PERFORMANCE SECURITY /BANK GUARANTEE BOND

In consideration of the Regional Director, Employees' State Insurance Corporation, Telangana having agreed under the terms and conditions of the Agreement no. dated made between Employees' State Insurance Corporation and Second Party (here in called the said Construction Agency for the work hereinafter called the said agreement) to production of irrevocable bank guarantee for Rs. (Rs. only) as a Security/Guarantee from the Construction Agency for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We(hereinafter referred as to "The Bank" hereby) (indicate the name of the bank) Undertake to pay to the Employees' State Insurance Corporation an amount not exceeding Rs.(Rs. only IN WORDS) on demand by the Regional Director, Employees' State Insurance Corporation, Telangana.

2. We do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Regional Director, Employees' State Insurance Corporation stating that the amount claimed is required to meet the recoveries due or likely to be due from the Second Party. Any such demand made on the Bank shall be conclusive as regards the amount due and the payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rs. only IN WORDS)

3. We, the said bank further undertake to pay to the Employees' State Insurance Corporation any money that is demanded notwithstanding any dispute or disputes raised by the Second Party in any suit or proceeding pending before any court or Tribunal relating thereto, a liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of a liability for payment there under and the Second Party shall have no claim against us making such payment.

4. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would taken for the performance of the said agreement and that it shall continue to enforceable till all the dues of the Employees' State Insurance Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or the Regional Director on behalf of the Employees' State Insurance Corporation certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Second Party and accordingly discharges this guarantee.

5 We(indicate the name of Bank) further agree with the Regional Director, Employees' State Insurance Corporation, Telangana shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Regional Office, Regional Director, Employees' State Insurance Corporation, Telangana against the said Second Party and to bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such

variation, or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Employees' State Insurance Corporation or any indulgence by the Employees' State Insurance Corporation to the said contracts or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank of the contractor,

7. We lastly undertake not to revoke this guarantee except with the previous consent of the Regional Director, Employees' State Insurance Corporation, Telangana in writing.

8. This guarantee shall be valid up to Unless extended on demand by the Regional Director, Employees' State Insurance Corporation, Telangana. Notwithstanding anytime mentioned above, our liability against this guarantee is restricted to Rs.(Rs. only) and unless a claim in writing is lodged with us within six months of the date of expiry of the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the Day of

For(indicate the name of Bank)

(BY REGISTERED/SPEED POST)

Sample letter for commencement of work

No.

Dated:

From
The Regional Director,
Regional Office,
ESI Corporation,
Hyderabad,
Telangana-500063.

To
(Name and address of the contractor)

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

Ref: 1. Performance security/guarantee submitted by you vide your letter no.....
dated.....for the above work.
2. This office letter of acceptance of your tender no.....date

Dear Sir (s),

1. You are requested to contact the Engineer (complete address) for taking possession of site and starting the work at once.
2. In continuation to the letters referred to above, you are requested to attend this office to complete the formal agreement within days from the date of this letter.

Yours faithfully,

Regional Director
Regional Office, ESI Corporation
Hyderabad, Telangana-500063

CONTRACT AGREEMENT

This CONTRACT (hereinafter called the "Contract") is made on the day of the month of 202__ between the Regional Director, Regional Office, Employees' State Insurance Corporation, Hill fort Road, Adarsh Nagar, Hyderabad-500063 on the one hand (hereinafter called the Employer) and on the other hand(hereinafter called the Contractor).

WHEREAS

The Employer has accepted the offer of the Contractor for " Special Repairs to ESIC RO & Staff Quarters, Adarshnagar, Hyderabad during 2024-25"

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

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

The following documents including this Tender document (Page No..... to) attached hereto shall be deemed to form an integral part of this contract:

Sl. No	Subject
1.	Guarantee To Be Executed By Contractors For Removal Of Defects After Completion in respect Of Aluminium Doors, Windows, Ventilators Work and Curtain Glazing work (Annexure-A)
2.	Guarantee for removal of defects after completion in respect of water proofing works (Annexure-B)
3.	Form-H (Annexure-E)
4.	Memorandum of Understanding (Form-I) (Annexure-F)
5.	Undertaking (Annexure-G)
6.	Integrity Pact (Annexure-H)
7.	Integrity Agreement (Annexure-I)
8.	Tender (Annexure-K)
9.	Technical Bid Forms (Annexure-P)
10	Online submitted Financial Bid Forms & Price Bid

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

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

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

Signature and seal of the Contractor
Dated at _____

Regional Director
Employees' State Insurance Corporation
Regional Office, Telangana

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

Technical Bid Forms

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

FORM 'A'

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

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

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

Signature of Bidder(s)

FORM 'B'
FINANCIAL INFORMATION

Name of the Firm / Contractor:

S.No	Particulars	Financial Year		
		2021-22	2022-23	2023-24
1	Gross annual turnover on Civil works (in lakh Rupees)			

Signature of Chartered Accountant
with Seal.

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

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

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

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

Signature
(For Bank)

Note:

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

FORM 'D'
STRUCTURE & ORGANISATION

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

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

Signature of the Bidder
Seal of the Bidder

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

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

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

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

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

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

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

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

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

Annexure-Q

Financial Bid Forms

S.No	Form	Particulars	Amount in Rs.
1	FB-1	Schedule of Quantities for Civil	28,55,507-00
		Total	28,55,507-00

Note:

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