



EMPLOYEES' STATE INSURANCE CORPORATION

Headquarters Office, Panchdeep Bhawan, CIG Marg, New Delhi-110002

<p>Headquarters Office: General Branch ESIC, Headquarter's Office Panchdeep Bhawan, CIG Marg, New Delhi-110002</p>	<p>Contact Details: Website : www.esic.nic.in e-mail : general-hq@esic.nic.in Tel: 011-23234092, 23234093</p>
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GENERAL BRANCH

TENDER NO. : W-11/115/SR/Data Centre Rohini/2018-PMD Dated 14.05.2019

TENDER DOCUMENT

FOR

**“SPECIAL REPAIR WORK OF DATA CENTRE FIRST FLOOR AND PROVIDING
STRUCTURAL STEEL STAIRS FOR FIRE EXIT AT ESIC DATA CENTRE BUILDING, ESIC
HOSPITAL COMPLEX, SECTOR-15, ROHINI, NEW DELHI”**

(NIT, GENERAL TERMS & CONDITIONS, SPECIAL TERMS & CONDITIONS
TECHNICAL SPECIFICATION & BOQ)

SCHEDULE OF TENDER (SoT)

NIT No.: W-11/115/SR/Data Centre Rohini/2018-PMD

Dated: 14/05/2019

NOTICE INVITING TENDERS

(Through E-Procurement only)

E-Tenders are invited by the Additional Commissioner (P&A), ESIC, Headquarters office on behalf of **"EMPLOYEES' STATE INSURANCE CORPORATION"** through electronic tendering system under two bid system through CPP Portal i.e. <http://eprocure.gov.in/eprocure/app>, from registered contractors of CPWD, MES, Railways, Delhi PWD having executed similar works according to terms and conditions given in tender form.

Name of the Work	"SPECIAL REPAIR WORK OF DATA CENTRE BUILDING FIRST FLOOR AND PROVIDING STRUCTURAL STEEL STAIRS FOR FIRE EXIT AT DATA CENTRE BUILDING, ESIC HOSPITAL COMPLEX, SECTOR-15, ROHINI, NEW DELHI"
Estimated cost	Rs. 60,85,387/- (Rs. Sixty Lakh Eighty Five Thousand Three Hundred and Eighty Seven only)
Earnest Money Deposit	Rs. 1,21,708 /- (Rupees One Lakh Twenty One thousand Seven Hundred and Eight only) EMD shall be paid in the form of DD
Cost of Tender	Nil
Date of tender document available to parties to download	15/05/2019 at 15.00 Hrs.
Starting date of e-Tender for submission of on line TechnoCommercial Bid and price Bid	15/05/2019 at 16.00 Hrs.
Closing date of online e-tender for submission of Technical Bid & Commercial Bid.	29/05/2019 at 15.00 Hrs.
Date & time of opening of (Techno commercial Bid)	30/05/2019 at 15.00 Hrs
Opening of Price Bids	Will be communicated separately to the qualified bidders
Work completion period	45 Days from the date of Award of Work
Validity of Tender	120 days from the closing date of online submission of e-tender.

Amendments to the tender (if any) will be issued only through ESIC web site www.esic.nic.in and on CPP Portal www.eprocure.gov.in/eprocure/app.

LIST OF DOCUMENTS

1	Important instructions and submission of tender through on line	PART –I
2	NIT	PART –II
3	Bill of quantities	PART –III
4	CHECK LIST	PART –IV

PART I

GENERAL INFORMATION AND INSTRUCTIONS TO THE BIDDERS

A. General Information

- 1. Last date and time for submission of the Bids: upto 15:00 Hrs. on 29.05.2019:**
The bidder has to submit online bids i.e. Technical Bid and Commercial Bid through e- procurement Portal <http://eprocure.gov.in/eprocure/app>.
- 2. Manner of submission of the Bids:** Tenders are to be submitted online through the website stated above. The tender document may be downloaded from website & submission of technical bid / financial bid as per Tender time schedule. No manual bid will be accepted.
- 3. Time and date for opening of Bids:** The Techno commercial Bid will be opened electronically **on 30/05/2019 at 15:00 hrs.** Bidders can witness electronic opening of bid.
- 4. Two-Bid system :** Under two bid system through e-tendering only the Techno commercial Bid would be opened on the time and date mentioned above, date of opening of the commercial bid will be initiated after acceptance of the technical bids. Commercial bids of only those firms will be opened whose technical bids are found compliant /suitable after technical evaluation is done by the ESIC.
- 5. Forwarding of Bids:** Bids should be submitted by Bidders furnishing details like valid GST registration number, Bank account with address and complete postal & e-mail address and phone nos. of their office.
- 7. Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the ESIC prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax/e-mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the ESIC not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
- 8. Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the ESIC may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing through e-mail/post and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
- 9. Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected.

10. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

11. Validity of Bids: The Bids should remain valid till **120 Days** from the last date of submission of bid.

12. Earnest Money Deposit: – Bidders should deposit EMD amount of Rs. 1,21,708/- (Rupees One Lakh Twenty One thousand Seven Hundred and Eight only) in the form of Demand Draft in favour of “ESI FUND A/C 1” and scanned copy of D.D. should be uploaded in Technical Bid. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. **The bid security of the successful bidder would be returned, without any interest, after the receipt of performance security in the prescribed format annexed from them as called in the contract.**

EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC)/MSME Udyog Adhaar or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. In the event of forfeiting the EMD/SD/LD GST is applicable and while imposing penalty GST shall be collected.

B. Instructions to Bidders:

1. Technical bid and Price bid will be submitted concurrently, duly digitally signed in the website Portal www.eprocure.gov.in/cppp. The tender document may be downloaded from website & submission of technical bid / financial bid as per Tender time schedule.
2. Tenders are to be submitted online through the website stated above. All the documents uploaded by the Tender Inviting Authority form an integral part of contract Agency/Contractors; they are required to upload all the tender documents along with other documents, as asked for in the tender, through the above website within stipulated date and time as given in the Tender Notice.
3. The Agency/Contractor shall carefully go through the documents and prepare the required documents, and upload the scanned documents in Portable Document Format (PDF) to the Portal in the designated location of Technical Bid. The bidder needs to fill up the rates, downloaded for the financial Bid in the designated cell and upload the same in designated location of financial bid.
4. The documents uploaded must be virus scanned and digitally signed using the Digital Signature Certificate (DSC) by the authorized signatory.

5. For submission of e-tender, bidders are requested to get themselves registered with www.eprocure.gov.in website along with class-II/III Digital Signature Certificate (DSC) issued by authorized issuing authority under IT Act 2003.
6. For complete details, refer website www.eprocure.gov.in at **CPP Portal**.
7. The **ESIC** may issue amendment / errata to the tender documents before due date of submission of tender. The Bidders are required to read the tender documents in conjunction with amendments, if any, issued by ESIC. The bidder is not supposed to incorporate any amendment / errata in the body of tender documents either in ink or pencil. In case the bidder on the body of tender incorporates amendments/errata issued, they shall not be considered and the amendment / errata issued by the ESIC shall only hold good. The amendments/errata issued to these documents if any would be uploaded on **ESIC website as well as on CPP Portal**. The Tender document can be downloaded from ESIC website www.esic.nic.in, & <https://www.eprocure.gov.in/cppp>. The bidders shall visit these websites from time to time to see these amendments/errata.
8. The bidders are required to upload the completed documents only after satisfying each and every condition laid down in the tender documents.
9. ESIC reserves the right to postpone and / or extend the date of receipt or opening of tenders or to withdraw the tender notice, without assigning any reason thereof. In such cases, the bidders shall not be entitled for any form of compensation from ESIC.
10. Transfer of Tender document purchased by one Bidder to another is not permissible. Similarly, transfer of BID submitted by one Bidder to another is also not permissible. No Alteration in the essence of BID, once submitted shall be permissible. In case the Bidder transfers the BID or modifies/withdraws during the period of validity, his EMD shall be forfeited.

C. SPECIAL INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH THIS E-PROCUREMENT PORTAL

1. Bidder should do Online Enrolment in the Portal using the option **Click Here to Enroll** available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the Portal.
2. Bidder then logs into the Portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.

6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online on the Portal or on <http://eprocure.gov.in/eprocure/app> or www.esic.nic.in . Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.
9. Bidder should arrange for the **EMD** as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
10. The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids
11. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
12. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.
13. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
14. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
15. The bidder may submit the bid documents online mode only, through this Portal. Offline documents will not be handled through this system.
16. At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
17. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
18. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

19. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
20. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement Portal. The Time followed in this Portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
21. The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).
22. EMD shall be submitted with the Part I- Technical BID. BID submitted without EMD, as mentioned above will not be considered for evaluation and shall be rejected summarily.
23. The EMD of un-successful Bidders shall be refunded only after the contract has been awarded to the successful Bidder. No interest shall be paid on the EMD.
24. The EMD of successful Bidder will be discharged upon the Bidder's accepting the award & signing the Agreement, and furnishing the Contract Performance Security/Bank Guarantee. No interest shall be paid on the EMD. If the successful bidder fails to sign the agreement within the stipulated time, the EMD shall be forfeited to ESIC. On forfeiture of EMD/SD and on imposing of penalty, applicable GST will be collected.
25. The bidder/tenderer/contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
26. The GST applicable shall be shown as separate line items in the Tax invoices to avail benefit of input tax credit by the ESIC.

PART-II

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EMPLOYEES' STATE INSURANCE CORPORATION

1. NOTICE INVITING TENDER

N.I.T. No. W-11/115/SR/Data Centre Rohini/2018-PMD

Dt.14.05.2019

Name of the work: - “SPECIAL REPAIR WORK OF DATA CENTRE BUILDING FIRST FLOOR AND PROVIDING STRUCTURAL STEEL STAIRS FOR FIRE EXIT AT DATA CENTRE BUILDING, ESIC HOSPITAL COMPLEX, SECTOR-15, ROHINI, NEW DELHI”

1.1. The Additional Commissioner (P&A), ESIC, Headquarters office, CIG Marg, New Delhi invites e-tender in **Two Bid** system (EMD & Cost of Tender document, Techno-Commercial Bid and Price Bid) on behalf of Employees’ State Insurance Corporation, from the registered contractors of CPWD, MES, Railways, Delhi PWD having executed similar works for the work of **“SPECIAL REPAIR WORK OF DATA CENTRE BUILDING FIRST FLOOR AND PROVIDING STRUCTURAL STEEL STAIRS FOR FIRE EXIT AT DATA CENTRE BUILDING, ESIC HOSPITAL COMPLEX, SECTOR-15, ROHINI, NEW DELHI”**

1.2. Details of **Pre-qualification criteria** for the Tenderers, Time schedule and EMD to be submitted by the Tenderers for participation in this tender are given below:

1.2.1 Estimate cost: **Rs. 60,85,387/-**

1.2.2 Cost of Tender Document: NIL

1.2.3 Earnest Money Deposit: **Rs. 1,21,708/- (Rupees One Lakh Twenty One thousand Seven Hundred and Eight only)**

1.2.4 Tender Submission: Refer SCHEDULE OF TENDER (SOT) & SCHEDULE

1.2.5 **Work Completion period: 45 Days from date of issue of LOA**

1.3 **MINIMUM QUALIFICATION CRITERIA OF THE TENDERERS:**

- i) Average Annual financial turnover during the last three years, ending 31st March of the previous financial years should be at least INR Rs. 30.42 Lakh
- ii) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

Three similar completed works costing not less than the amount equal to Rs. 24.34 Lakh **OR**

Two similar completed works costing not less than the amount equal to Rs. 36.51 lakh **OR**

One similar completed works costing not less than the amount equal to Rs. 48.68 Lakh

Similar work means **“Construction / Special Repair Work of Office / Data Centre”** at any ESIC Hospital / Govt / PSU or any reputed organization.

- * Copies of work order and also satisfactory completion certificate (Performance certificate) issued by the client **duly self-attested** shall be uploaded as

Supporting documentary evidence & copy of TDS certificate of the supporting work shall be uploaded.

Note: **The Tender Document is also available in ESIC's Web Site, www.esic.nic.in . The intending bidders may download the same for reference and Bid submission through online as per SoT & Important Instructions of CPP portal/NIC.**

- i) In case the tender document is downloaded from the Website, the Tenderers are required to intimate the Chief Engineer, ESIC about the same to enable correspondence with them if required.
E-mail : general-hq@esic.nic.in Phone Nos. 011-23235782
- ii) **Amendments / further information** etc. pertains to the tender if any shall be **uploaded** only on the above ESIC **website & CPP Portal/NIC**, to be referred by the prospective Tenderer from time to time.

2. INSTRUCTIONS TO TENDERERS

2.1 e-Tender in **Two Bid System** are invited from the registered contractors of CPWD, MES, Railways, Delhi PWD having executed similar works for the work of **“SPECIAL REPAIR WORK OF DATA CENTRE BUILDING FIRST FLOOR AND PROVIDING STRUCTURAL STEEL STAIRS FOR FIRE EXIT AT DATA CENTRE BUILDING, ESIC HOSPITAL COMPLEX, SECTOR-15, ROHINI, NEW DELHI”**

2.2 TENDER SUBMISSION:

The Tender shall be **uploaded** as detailed below:

a) **TECHNICAL BID:** Shall contain the following:

- i) **EARNEST MONEY DEPOSIT for Rs. 1,21,708/- (Rupees One Lakh Twenty One thousand Seven Hundred and Eight only)**
- ii) **COST OF TENDER DOCUMENT : Nil**

And

(iii) TECHNICAL BID: Shall be uploaded with all the documents as per the enclosed **“CHECK LIST”**. **Technical Bid should not contain Price Bid. “Disclosure/indication” of Price in the**

Technical Bid shall render the tender disqualified and rejected.

Please note that the technical bid with all the supporting documents as per the tender conditions shall be uploaded during the submission of e-tender through online.

b) **PRICE BID: Price Bid only through ONLINE.**

Any condition imposed in the Price Bid shall make the Tender liable for out-right rejection.

2.3 LAST DATE FOR SUBMISSION OF TENDER:

ESIC may at its sole discretion reserves the right to extend the date for receipt of tender.

2.4 AUTHORITY IN SIGNING TENDER DOCUMENTS

- i) The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid **“Power of Attorney”** from other partners or all the partners constituting the firm. **Such Power of Attorney shall be submitted in original as well as in scanned copy while uploading the technical bids in online mode.**
- ii) In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.

2.5 TENDERER TO INFORM HIMSELF FULLY.

- i) The Tenderer is expected to examine carefully the contents of all the documents provided like instructions to the Tenderers, General Conditions, Scope of work etc. Failure to comply with the requirements of the tender will be at the Tenderers own risk. The Tenderer to ensure to make a complete and careful examination of requirements and other information set out in the tender document. The Tenderer shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might

influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.

- ii) The Tenderer is advised to acquaint himself with the job involved at the site, like communication facilities, laws and bye laws in force from Government of Delhi and Govt. of India and any other Statutory bodies and collect all information that may be necessary for preparing and submitting the tender and entering into Contract with ESIC.
- iii) Tenderer shall bear all costs associated with the preparation and submission of his tender and ESIC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- iv) The Tenderer and/or his representatives will be granted permits to visit the site for the purpose of inspection, on receipt of a formal written request. The Tenderer will be fully responsible for any injury (whether fatal or otherwise) to himself or his representatives for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen.

2.6 The tender shall be accompanied by Earnest Money Deposit of Rs. 1,21,708/- (Rupees One Lakh Twenty One thousand Seven Hundred and Eight only) as stipulated in the tender. The tender not accompanied with EMD shall be treated invalid. The benefit of Exemption of EMD and Tender fee to all micro and small Enterprises Registered with NSIC / MSME/Udyog Adhar will be considered. Necessary document for the same with notary attestation should be uploaded along with Technical Bid.

- i) In the event of tenderer withdrawing his tender before the expiry of tender validity period of **120 days** from the date of opening, the tender shall be cancelled and EMD shall be forfeited. **Applicable GST shall be recovered on forfeiture of EMD.**
- ii) The Earnest Money Deposit of unsuccessful Tenderers shall be returned without interest as early as possible on award of Contract to the successful Tenderer. The Earnest Money Deposit of the successful Tenderer shall be refunded (without interest) only on receipt of **Security Deposit cum Performance Guarantee** as stipulated in the tender clause **3.16**. The Tenderers are required to furnish a HR in **schedule -IV** duly signed & stamped for refunds of EMD. In the event of forfeiting of EMD/LD/SD and while imposing penalty GST shall be collected.
- (vi) ESIC reserves the right to forfeit the Earnest Money Deposit in respect of successful Tenderer, if he fails to enter into a Contract and furnish the necessary Bank Guarantee towards performance within **21 days** from the date of receipt of **Letter of Acceptance**.

2.7 ACCEPTANCE OF TENDER:

ESIC reserves the right to accept or reject all or any tender without assigning any reasons and does not bind them to accept the lowest offer.

2.8 TENDER VALIDITY:

The tender shall remain valid for acceptance for a period of **120 days** from the date of opening of Technical Bid. ESIC reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by Fax. However, in the event of the Tenderer agreeing to the request, he shall not be permitted to modify his tender.

2.9 Amendment of Bidding Documents

- 2.9.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addendum and the same will be uploaded on the CPP/NIC/ESIC/Govt. websites.
- 2.9.2 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend as necessary the deadline for submission of bids.

2.10 ERRORS IN THE TENDER DOCUMENT:

- i) Tender shall be prepared, signed and submitted only by that Firm/Corporation in whose name the tender documents have been issued. The tender shall be typed or written in indelible ink and all pages of the tender shall be signed.

The Tenderer shall submit complete tender and the same shall be without alterations, interlineations or erasure except those to accord that instructions issued by the ESIC or as may be necessary to correct errors made by the Tenderers. Person or persons signing the tender shall initial all such cancellations, alterations or amendments. If any discrepancies found in figures and words while reading the rates in the Price Schedule the rate quoted in words shall supersede the figures. In the event of any difference between the unit rate and the total amount stated therein, the unit rate should be reckoned as the correct one.

2.11 LANGUAGE OF TENDER :

The Tender submitted by the Tenderer and all correspondence and documents relating to the Tender exchanged by the Tenderer and the **ESIC** shall be written in the ***English language***. Any printed literature, other than English language, shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.

2.12 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

No offer shall be modified, substituted or withdrawn by the Tenderer after the closing time on due date. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in forfeiture of EMD.

2.13 TENDERED CURRENCIES:

Prices shall be quoted in Indian Rupees only and all payments will be made in Indian Rupees.

2.14 CONTRACT WORK AND CONTRACT PRICE:

The work to be carried out (hereinafter referred to as "the Contract Works") and the Price for the same (hereinafter called "the Contract Price") shall include the work described in the Scope of work, specifications, schedules, etc. annexed hereto.

2.15 **Contract Price:**

The Tenderer shall complete the appropriate price Schedules against **Bill of Quantities as detailed in PART-III** included herein, stating the Deliverables to be supplied under the contract. Prices quoted by the Tenderer shall be firm, fixed and valid till completion of the contract and will not be subject to variation on any account.

2.16 **TECHNICAL BID:**

The Technical Bid shall be uploaded with the following documents duly sealed and signed in all pages.

- i) A Covering letter along with DD copy of **Earnest Money Deposit (EMD)** (refer clause **No.2.6**).
- ii) Addendum/Corrigendum if any shall be uploaded with seal and signature.
- iii) Supporting documentary evidence of **work orders** and also satisfactory **completion certificate with Contract Value of the work** issued by the client duly **self-attested** shall be **uploaded &** copy of TDS certificate of the supporting work shall be submitted.
- iv) Copies of Annual turnover, profit and loss Account statements, balance sheet and Auditor's report for the last three years, endorsed by **Chartered Accountant with attestation**.
- v) Copies of **Certificates to be uploaded:**
 - a) GST Registration Certificate.
 - b) Copy of PAN card
 - c) ESI Registration Certificate.
 - d) PF Registration Certificate
- vi) Organization Structure of the firm / Bidder.
- vii) a) **Schedule - I - Experience** in executing similar Works along with Contract value and other related details.
 - b) **Schedule - II - Proposed make of materials.**
 - c) **Schedule - III - Bank Details** of the Tenderer for **E-Payment.**
 - d) **Schedule- IV - Hand Receipt** duly signed with seal.
- viii) a) **Annexure - I** - Tender Form.
 - b) **Annexure – II** -Form of Agreement.
 - c) **Annexure - III**- Bank Guarantee Form.
 - d) **Annexure - IV** - Declaration.
- ix) **Power of Attorney – In original.**

Note: i) Technical offer with **counter condition** shall be liable for **rejection** and **disqualification**.

ii) **Deviation** from the required make of materials in Schedule No. II will **not be accepted**.

2.17 TENDER OPENING AND EVALUATION

i) OPENING OF TECHNICAL BID:

Technical Bids of the tender, received up to closing time on stipulated date, shall be opened **as per SoT & Important instructions of CPP/NIC.**

ii) SCRUTINY AND EVALUATION OF THE TENDERS:

- a) In the first instance the documents submitted with the Technical Bid will be scrutinized to ascertain whether the Tenderer fulfills the requirements as stipulated in the tender document. ESIC reserves rights to ask the clarifications / deviations if required.
- b) To assess the scrutiny, evaluation and comparison of tenders, the ESIC may ask Tenderer individually for clarifications. **Request for clarification and response thereto shall be through E-mail only. Hence it is requested to provide the valid email id for communication.** No change in Price or substance of the tender shall be sought, offered or permitted nor is the Tenderer permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.
- c) The Technical Bids shall be thereafter scrutinized for responsiveness. For this purpose, a tender shall be treated as substantially responsive which meets with all the requirements of the tender documents and is without any deviations. The tenderer who does not fulfill the tender requirements shall not be considered for further evaluation.
- d) After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Tenderer to influence the ESIC in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Tenderer's bid.
- e) Any modification of the Tender Document, which may become necessary, before opening of the Technical Bid, shall be made through the issue of an Addendum. This Addendum, so issued, shall be communicated to all the participating Tenderers. This Addendum shall form part of the Tender Document and shall remain binding on all the Tenderers and the same shall be submitted duly signed

and stamped on each pages as token of acceptance) by them, within the stipulated date of submission or extended due date of submission, if any.

2.20 OPENING OF PRICE BID:

- a) Tenders, which are found to be in conformity with Tender requirement, shall be considered for opening of Price Bid.
- b) The Tenderers found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such Tenderers shall be opened in the **ONLINE MODE ONLY**.
- c) Evaluation of Price Bids will be done inclusive of all applicable cost **as shown in PART-III**.

2.21 AWARD OF CONTRACT:

Letter of Acceptance (LOA) will be issued to the successful Tenderer. The successful Tenderer shall be required to execute an “**Agreement**” on stamp paper of value **Rs.100/-** at their cost in the format approved by the ESIC as in the **ANNEX-II** of Tender Document, and the Contract agreement shall be signed between the ESIC and the successful Tenderer **within 14 Days** from the date of issue of LOA. The completion period of the contract shall come in to force from the day of issue of Letter of Acceptance.

3. GENERAL CONDITIONS OF CONTRACT.

3.1. Definitions

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

- a. **"Employer"** means Employee State Insurance Corporation, acting through its Director General, Chief Engineer or any other officers so nominated by the ESIC.
- b. **"Contractor"** means the person or persons, firm, corporation or company whose tender has been accepted by the Employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- c. **"Contract"** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter.
- d. **"Contract Price"** means the total sum of money to of Acceptance and the Contract Agreement be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government.
- e. **"Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.
- f. **"Engineer"** shall mean the Chief Engineer of ESIC.
- g. **"Work" or "Works"** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.
- h. The **"Site"** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- i. The **"Schedule"** shall mean the schedule or Schedules attached to the specifications.
- j. The **"Drawings"** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Engineer and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief Engineer and all other drawings supplied or furnished by the contractors or by the Chief Engineer in accordance with these contract conditions.
- k. **"Trials" and "Tests"** shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the 'employer'. **"Approved" or "Approval"** shall mean approval in writing.
- l. **"Month"** shall mean English Calendar Month.
- m. **"Engineer-in-charge/representative"** shall mean any officer/ Engineer authorized by Engineer (Chief Engineer) for purpose of this contract.

3.2 DUTIES & POWERS OF ENGINEER & ENGINEER'S REPRESENTATIVE:

1. The Contractor shall execute, complete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and shall comply with the Engineer's direction on any matter whatsoever. However, the Engineer shall exercise his discretion impartially, within the terms of the contract and have regard to all the circumstances.

The Contractor shall take instructions from the Engineer.

Engineer-in-charge:

The Engineer shall have full power and authority:

- a) to supply to the contractor, from time to time, during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.
- b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.
- c) to order for any variation, alteration and modification of the work and for extra works.
- d) to issue certificates as per contract.
- e) to settle the claims & disputes of the Contractor, as the first referee.
- f) to grant extension of completion time.

Engineer's Representative: The Engineer's Representative shall:

- i) Watch and supervise the works.
- ii) Test and examine any material to be used or workmanship employed in connection with the work.
- iii) Have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.
- iv) Take measurements of work done by the contractor for the purpose of payment or otherwise.
- v) Order to rectify any defective work found during the execution of work by the contractor, same shall be rectified by Contractor at his own expense.
- vi) to initiate the proposals for any modification/alterations of design and extension of completion time of the work.

3.3 OBLIGATIONS OF THE CONTRACTOR:

- i) The Contractor shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this Contract within the Time for Completion. The Contractor shall be fully responsible to the ESIC for proper, efficient and effective discharge of their duties.
- ii) The Contractor shall when called upon so to do enter into and execute a Contract agreement as per clause **2.21** of this tender document.
- iii) The successful Tenderer shall furnish bond in the form of Bank Guarantee towards the performance of the work as per clause **3.16** of this tender document.
- iv) If the ESIC shall consider itself entitled to any claim under the performance Guarantee it shall forth with so inform the Contractor specifying the default of the Contractor upon which he relies. If the Contractor fails to remedy such default within 20 days after the receipt of such notice the ESIC shall be entitled to forfeit to the extent of the loss or damage incurred by reason of the default.
- v) The Contractor shall proceed with the Works in accordance with the decisions, instructions and orders given by the Engineer in accordance with the condition of the Contract.

3.4 VARIATION AND ITS VALUATION:

- 3.4.1. The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfillment of his obligation under the contract.
- 3.4.2. The Engineer shall have the power to order the Contractor in writing to make any variation of the Quantity, quantity or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such order shall act as follows:
- a) Increase or decrease the quantity of any work included in the contract.
 - b) Omit any work included in the contract.
 - c) Change the routes, position and dimensions of any part of the work, and
 - d) Execute extra and additional work of any kind necessary for completion of the works.
- 3.4.3. No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.
- 3.4.4. Provided variation in the quantity of any work will be permitted **upto 25%** of individual item which is necessary to complete the works subject to within **10% of overall Contract Value** where such increase is not the result of any variation order given under this clause but is the result of the quantities exceeding those stated in the bill of quantities. Provided the variation shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such variation shall be deemed to be an order in writing within the meaning of this clause. If any variation in the quantity of any item of work increase **more than 25%** but within 10% of overall Contract value, then the same will be executed after getting the **approval of the Competent Authority**.
- 3.4.5. a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.
- b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.
- c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

3.5 EXECUTION:

The Contractor shall execute and do the works set forth as described in the scope of the work and specifications, including any amendments.

3.6 EXTRAS:

Any extra expenses incurred in connection to the Works by the ESIC in the performance of the Works owing to the neglect or omission on the part of the Contractor in any of the case mentioned in this Contract shall be deducted from any sum due or which may thereafter become due to the Contractor or from any amount lying with them or under their control or he may be called upon to pay the amount of such extra expense to such person or persons as the ESIC may appoint to receive the same and in the event of the Contractor failing to make such payment, the said amount shall be recoverable from him in such manner as the ESIC may determine.

3.7 ACCESS TO SITE:

Free entry passes/permissions to the Contractor and his workmen and vehicle during the period of work will be issued to carry out the work as per ESIC rules.

3.8 EXISTING SERVICES:

The contractor shall not store any materials or otherwise occupy any part of the site in a manner likely to hinder the ESIC operation. Any damage/loss caused by the contractor to the ESIC property, same shall be rectified at his own cost without any delay with the satisfaction of the Engineer.

3.9 Bar chart: Bar Chart showing stage wise activities of the work should be submitted **along with Technical Bid**. However, the successful Bidder shall review the Bar Chart & take prior approval from the Engineer in-charge before commencement of work.

3.10 COMPLETION PERIOD:

All the jobs, as per contract, are to be completed within 45 **Days** from the date of issue of letter of acceptance. However, the Bar Chart activity should match with the completion period.

3.11 INSPECTION & TESTS:

- i) The Employer or his representative shall have right to inspect the work being carried out under this Contract and to test the system to confirm conformity with the specifications. The employer shall notify the Contractor in writing of the identity of a representatives retained for these purposes.
- ii) The tests may be conducted on the premises of the Contractor or its subcontractor (s) at point of delivery and at the final destination. Where conducted on the premises of the Contractor or its subcontractor (s), all reasonable facilities and assistance shall be furnished to the inspector at no charge to the Employer.
- iii) Should any tested systems fail to conform to the specification, the Employer may reject them, and the Contractor shall make suitable alterations with prior approval of Employer to meet the requirements of the specifications, without any effect on cost of delivery times / project schedules.
- iv) The Employer's right to inspect, test and where necessary, reject the system shall be in no way limited or waived by reason of the systems having previously been tested and passed by the Employer or its representatives prior to dispatch of the system.

- v) The Contractor shall submit the Quality Assurance plan (QAP) for prior approval before commencement of Inspection / Test at manufacturer's work / Site to the Inspection Agencies / Engineers representatives.

3.12 FINAL ACCEPTANCE:

Upon completion of the work under the Contract a meeting shall be held for the purpose of accepting the system/item and services. Such meeting shall constitute the Final Acceptance Test under the Contract. In case defects or shortcomings or both which are considered essential, a new meeting shall be convened when the contractor has given notice of completion of the corrective work carried out. Otherwise ESIC may accept the system / item if the defects or shortcomings or both are not considered essential and the Contractor has agreed to carry out the modifications in conformity with this Contract.

3.13. REJECTION OF DEFECTIVE WORK:

- i) If the complete system/item at site or any portion thereof before being taken over, is defective, or fail to fulfill the requirements of the Contract, the Engineer shall give notice to the Contractor setting forth particulars of such defects and the Contractor shall forthwith make the defective supply/Installation good or alter the same to make it comply with the requirements of the Contract.
- ii) If Contractor fails to do so within a reasonable time, ESIC may reject and replace the same at the cost of Contractor; the whole or any Portion of the work, as the case may be, which is defective or fails to fulfill the requirements of the Contract. The Contractor's fails and extreme liability under this clause shall be satisfied by the payment to ESIC, the extra cost, if any, of such replacement delivered and erected. Such extra cost being ascertained shall be deducted from the Contractor's bill.
- iii) If any supply of defective items shall have caused delay in the completion of the Contract so as to give rise to a claim for damage on the part of the ESIC under Clause 3.15 of Tender Document nothing contained in this clause shall interfere with or prejudice any rights of the ESIC with respect to such claim.

3.14 TAKING OVER CERTIFICATE:

When the whole of the works have been substantially completed and have satisfactorily passed any tests on completion prescribed by the contract, the contractor may give a notice to that effect to the engineer, with a copy to the employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the defects liability period. Such notice and undertaking shall be deemed to be a request by the contractor for the engineer to issue a taking over certificate in respect of the works. The Engineer shall, within 21 days of the date of delivery of such notice, either issue to the contractor, with a copy to the employer, a taking over certificate, stating the date on which, in his opinion, the works were substantially completed in accordance with the contract, or give instruction in writing to the contractor specifying all the work which in the engineer opinion, is required to be done by the contractor before the issue of such certificate. The engineer shall also notify the contractor of the any defects in the works affecting substantial completion that may appear after such instructions and before completion of the works specified there in. The contractor

shall be entitled to receive such taking over certificate within 21 days of completion, to the satisfaction of the engineer, of the works so specified and remedying any defects so noticed.

3.15 DEFECT LIABILITY PERIOD AFTER TAKING OVER

- i) In this condition the expression '**Defect liability period**' shall mean a period of **12 months** calculated from the date of Taking Over in accordance with clause 3.14 of Tender Document.
- ii) The Contractor shall be responsible for making good with all possible speed at his expense any defect or damage to any portion of the Works which may appear or occur during the defect liability period without extra cost to ESIC and which arises either:
 - a) From any defective materials, workmanship or Design or
 - b) From any act or omission of the Contractor done or omitted during the said period.
- iii) If any such defects shall appear or damage occur the Engineer shall forthwith inform the Contractor thereof stating in writing the nature of defect or damage. The provision of this clause shall apply to all replacements or renewals carried out by the Contractor to remedy defects and damage as if the said replacements and renewals had been taken over on the date they were completed to the satisfaction of Engineer but not so as to extend the Defects Liability Period in respect thereof beyond three years from the date of taking over decided by the Engineer as the respective case of remedying may warrant.
- iii) If any such defect or damages were not remedied within a reasonable time, ESIC may proceed to do the work at the Contractor's risk and expense provided that he does so in a reasonable manner.

3.16 Security Deposit Cum Performance Bank Guarantee.

- i) The successful Tenderer shall submit **Performance Guarantee cum Security Deposit** for a **sum equivalent to 10% of the contract price including GST** in the form of Bank Guarantee obtained from any Nationalized/Scheduled Bank of India **encashable at Delhi** which shall be valid for **whole contract period** and thereafter for the **Guarantee period** (ie. one Year from the date of successful completion of the Contract work) **with a claim period of 3 months** thereafter, **within 15 days** from issue of LOA.
- ii) Performance Security Deposit submitted in the form of Bank Guarantee will be returned to the contractor within a month after expiry of Guarantee period or after the rectification of defects whichever is later. In case of unsatisfactory performance, the Performance Security Deposit will be withheld / forfeited.

3.17 PAYMENT:

Running bills will be paid for at quoted rates for the items in schedule, after acceptance of Bank Guarantee which shall be valid for whole contract period including Guarantee period. **Running Account Bill claim shall be submitted separately and corresponding GST for the value of service shall be shown in the Bill Claim.**

3.18 INCOME TAX DEDUCTION.

Income Tax, as at such rates applicable from time to time will be deducted at source from all running bills and Final Bill and a certificate to this effect will be issued. The deduction of Income Tax can, however, be waived if exemption certificate is produced from Income Tax Authorities. Deduction of income tax at reduced rate can be considered subject to production of **valid certificate** for the period from Income tax authorities.

The tenderer/contractor shall file the applicable returns with tax departments in time and submit the same as documentary proof. Contractor shall submit all the GST returns with in time specified, properly quoting GST IN of ESIC. Any ITC lost by ESIC due to non-filling of return will be recovered from the contractor.

3.19 The payment will be made through E-Payment. The Tenderers are required to furnish Bank details for making E-Payment as per the **schedule- III** of this Tender document.

3.20 NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS:

Any claim for interest will not be entertained by the ESIC with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the ESIC in making payment.

3.21 GUARANTEE PERIOD:

- i) The items to be supplied under this Contract shall be guaranteed for a period of twelve (12) months for **all works** towards satisfactory performance. The Contractor shall be responsible for any defects that may develop under proper use arising from faulty materials, Designs, workmanship in the work but not otherwise and shall at his own cost remedy such defects when called upon to do so by the Engineer who shall state in writing in what respect any portion is faulty.
- ii) If it becomes necessary for the Contractor to replace or renew any defective portions of the supply of the items under this clause, the provisions of this clause shall apply to the portions of the supply so replaced or renewed until the expiry of 12 months from the date of such replacement or renewal of the above mentioned **period of 12 months**, whichever may be later. If any defects are not remedied within a reasonable time, the ESIC may proceed to do the work at the Contractors' risk and expenses but without prejudice to any other rights, which the ESIC may have against the Contractor in respect of such defects.

3.22 LIQUIDATED DAMAGES:

- i) **On account of supply & commissioning:**
The Contractor has to carry out the work **SPECIAL REPAIR WORK OF DATA CENTRE FIRST FLOOR AND PROVIDING STRUCTURAL STEEL STAIRS FOR FIRE EXIT AT ESIC DENTAL COLLEGE & HOSPITAL, SECTOR-15, ROHINI, NEW DELHI** and hand over the same within the completion period stipulated in clause **3.10** of Tender Document.
- ii) In the event of failure on the part of the Contractor to complete and hand over the work/system, for any reason whatsoever, within the stipulated period as mentioned above, **0.5% per week** or part there of total contract Value plus Taxes & Duties for delayed period as

Liquidated Damages subject to a maximum amount of 10% of Price Bid, shall be recovered by the ESIC from any stage payment due to the Contractor. **Applicable GST shall be recovered in the event of recovery of Liquidated Damages.** In the event of forfeiting of EMD/LD/SD and while imposing penalty GST shall be collected.

3.23 EXTENSION OF COMPLETION PERIOD:

If the quantum of total work increases due to additional work against the BOQ for the subject work **SPECIAL REPAIR WORK OF DATA CENTRE FIRST FLOOR AND PROVIDING STRUCTURAL STEEL STAIRS FOR FIRE EXIT AT ESIC DENTAL COLLEGE & HOSPITAL, SECTOR-15, ROHINI, NEW DELHI** suitable extension of completion period shall be taken during the approval of additional work from the Competent Authority.

3.24 DEFAULT OF THE CONTRACTOR & TERMINATION:

If the Contractor makes any default or on the happenings of anyone or more of the following events that is to say:

- a) If the Contractor without reasonable cause abandons the Contract or
- b) Suspends the carrying out of the Works for a reasonable time after receiving written notice from the ESIC without any lawful excuse or fails to make proper progress with Works after receiving written notice from the Engineer or
- c) Fails to proceed diligently with the work or
- d) Fails to give the ESIC proper facilities for inspection of the Works of any part thereof for three days after receiving notice in writing by the ESIC demanding the same or
- e) The Contractor has become insolvent or
- f) The Contractor has gone into liquidation or passed the resolution for winding up or
- g) Fails to complete all or any part of the Works during the time specified for completion of the Contract or such extended time as may be granted by the ESIC.

The ESIC shall have every right to terminate the Contract after issuing 1 (One) month notice to the Contractor, on his omission or negligence or neglect or default or failure to comply with any of the condition of the Contract.

3.25 ESIC'S LIEN:

The ESIC shall have a lien on and over all or any money that may become due and payable to the Contractor under this Contract or any other Contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the ESIC to the Contractor either alone or jointly with another or other and either under this Contract or under any other Contracts or transaction of any nature whatsoever the ESIC and the Contractor.

3.26 FORCE MAJEURE:

If the supply, Commissioning and Testing of equipment/materials is hindered due to force majeure such as, war, riots, civil commotion, fire, epidemics, natural calamities, such period shall be exempted from Liquidated Damages as mentioned in clause 3.22 of this tender document.

3.27 LABOUR LAWS:

The Contractor shall comply with all the provisions of the Labour Laws and the rules and regulations made there under as amended from time to time and as applicable from time to time with regard to the employees to be deployed by the Contractor.

- 3.28** The contractor shall comply with all the Central State and Municipal laws and rules and shall be solely responsible for complying with the provisions of the contract labour (regulations and abolition) Act 1970 and rules there under and the other enactments that may be applicable including ESI Act, the payment of wages Act, Provident Fund Act, the minimum wages Act, the factories Act, the workmen compensation act or any other applicable legislation and the Municipal by laws or other statutory rules and regulations whatsoever in force in so far as these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules and regulations there under shall be the responsibility of the contractor and the ESIC will take no responsibility for the same.

The contractor has to remit the PF & ESI contribution as applicable regularly to the concerned authorities for labours engaged by him. The tenderer shall submit the copy of valid ESI & PF registration certificate along with the tender submission. In case the Notice for non compliance statutory requirements is received from appropriate agencies, the amount due will be deducted from the bills and other monies available with the ESIC.

3.29 Safety Gears Etc.

The Contractor shall at his own expenses provide all safety gears for all labours engaged during the work and failing to do so, the ESIC shall provide the same and recover the cost thereof from any amount due or which may become due to the Contractor or from any amount lying with them or under their control.

3.30 INDEMNITY:

- i) Notwithstanding that all reasonable and proper precautions may have been taken by the Contractor at all times during the progress of the work, the Contractor shall nevertheless be wholly responsible for all damage, whether to the Works themselves or to any other property of ESIC, or to the lives, persons, property of others during the progress of the work.
- ii) In case any damage occurs to the existing structure due to the Contractor's operation, the same shall be made good by the Contractor at his own risk and cost. The areas, which are likely to be unsafe for use, shall be barricaded and all the necessary precautionary measures like displaying notices shall be taken by the Contractor, during installation at site.

3.31 SETTLEMENT OF DISPUTES:

- i) The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- ii) If the parties have failed to resolve their dispute or difference by such mutual consultation, in such case the decision of Engineer shall be final with an appealing authority as DG of the ESIC. The decision of the DG shall be binding on either parties.

4. SPECIAL CONDITIONS OF CONTRACT

- 4.1 The rates quoted shall be Firm and inclusive of all cost & Duties and inclusive of GST Applicable. The Employer shall not provide any concessional "C" or "D" Form.
- 4.2 The contractor should have valid GST, ESI & PF Registration certificates AND PAN Card along with the tender. The tenders without the same shall be liable for rejection and disqualification. **GST will be paid on production of documentary evidences.**
- 4.3 The Contractor shall carryout the work as a complete job i.e. Supply materials, their storage, keeping under safe custody, transporting to work site, fixing, testing and commissioning of the whole work. The tenderers should satisfy themselves about the quantities indicated in the Schedule and it is the responsibility of the supplier to supply and make the work complete to the satisfaction of Engineer.
- 4.4 The supply items should have Test Certificates/warranty certificates and the same shall be submitted along with supply of materials.
- 4.5 Delay in making the execution site available to the Contractor will not form a cause for any claims. The ESIC will inform the Contractor of such possible delay in advance and a suitable extension of time for completion shall be considered.
- 4.6 The Successful Contractor shall take approval from the Engineer in charge for List of make of materials, drawing etc. before procurement of material / fabrication of materials etc. and should supply all materials/equipment's as per relevant standard & Tender specifications and carryout the complete work including Testing and commissioning as per applicable act.
- 4.7 Any part or whole of the system, which requires the approval of the statutory body, if any, should be arranged by the contractor at his cost. It is the responsibility of the Contractor to submit the system drawings with all details to the statutory body and obtain their approval, if any.
- 4.8 All related Civil & Electrical works shall be responsibility of the Contractor. The Contractor should take timely action to complete all civil works in all respects.
- 4.9 Power supply, if available, will be given to the Contractor on free of cost. Wherever such source is not available, the contractor has to make his own arrangements. Tapping of power from the source point of ESIC to the required location will have to be arranged by the Contractor at his cost conforming to IE Rules / Standards.
- 4.10 The Contractor has to make his own arrangement for engaging all Tools & tackles, testing equipment's etc.
- 4.11 **The Equipment shall be insured in the name of Employer for 110% of Ex-works cost from the place of dispatch to the place of destination & till handing over / taking over of the Equipment to the satisfaction of the Employer.**
- 4.12 The Contractor has to make his own arrangements for construction of temporary stores, office work sheds etc., for their requirements at his own cost. Land for such temporary work sheds,

stores, site office etc., till the work is completed will be given free of rent at spot approved by ESIC. The sheds shall be constructed with non-inflammable materials like G.I. sheets etc., and shall be removed in reasonable time after the work is completed. In case the Contractor fails to remove the same, the Department will remove the same and the cost of such removal will be recovered from any amount due from the Contractor.

- 4.13 Site register: is to be maintained by the contractor at site on daily basis with details of works carried out on that particular day, defects noticed by the Site Engineer (AE/AEE/EE), instructions given to the Contractor etc.,. Any orders or instructions issued by the Engineer-in-Charge or Higher Authorities shall be entered in the book and shall be deemed to have been legally issued.
- 4.14 Hindrance register: is to be maintained by the contractor at site & should contain all the Hindrances to the work due to the reasons attributed either to the Contractor or ESIC date wise and date of resumption of work. The Contractor and Engineer in charge should sign each entry in token of having seen the same.
- 4.15 The Contractor is responsible for taking precautionary measures for the safety of the lives of the workmen working under him and the responsibility arising due to any mishap during the execution of work, the payment of any compensation etc., lies entirely on the part of the Contractor. Safety nets, life jackets, Helmets required while working at site, barricades are to be provided by the Contractor without any extra cost to the ESIC.
- 4.16 The Contractor should ensure, that all necessary arrangements for the safety of others and also his men and materials while performing the work, are well maintained at his cost, risk and responsibility. He should ensure proper watch of the signals by providing barricades, lights, vigils, precautionary measures etc., to ensure safety at his work.
- 4.17 The ESIC working hour is from 9.00 AM to 5:30 P.M. If any work is carried out by the Contractor requiring supervision beyond ESIC working hours, the Contractor shall apply in writing well in advance of such work to the Engineer, to arrange for such supervision.
- 4.18 All rules and regulations governing the ESIC shall be applicable.
- 4.19 The site for the work will be handed over to the Contractor for the execution as soon as the work order is given. In case the entire site is not handed over to the Contractor, he should programme his work in such a way so as not to hamper the progress in any way and a suitable extension of time shall be considered.
- 4.20 Any damages caused to the ESIC property either directly or indirectly shall be made good by the Contractor at his own cost.
- 4.21 The Tenderer (s) shall be required to quote his / their rates in figures as well as in words without any correction (s). If there is any correction (s) in the tender, such corrections should be attested by the Tenderer (s) before submission of the tender. However the rates shall be quoted in words and figures, in case of dispute, rates in words shall be taken as final.

4.22 Free ESIC entry passes to the Contractor and his workmen and vehicle during the period of work will be issued to carry out the work as per rules.

4.21 **Completion Drawing and Documentation:**

On the basis of drawings issued and additional drawings generated during the course of execution of works & documentation required for various components and sub-components, the Contractor should prepare completion documents generally as below but not limited to:

- a. Supply items-The contractor shall furnish one set of original manuals, leaflets etc. All drawings and documents are to be neatly filed in a heavy duty binder and indexed.
- b. Copy of all the Test reports and guarantee/Warrantee certificates are to be presented separately in a folder for records and reference.

5. Scope of Work

Scope of Work :

The proposed job is to be carried out as Special repair work at First Floor Data Centre at ESIC Hospital, Sector-15, Rohini, New Delhi. The brief scope of the work involves Tile flooring, Fire rated gypsum Board cabin partitions, Aluminum glazed doors & fitting, Metal False ceiling, work station, spandrel glass panels, Aluminum composite panels, painting and putty, electrical wiring, HVAC work, Fire fighting works, structural steel staircase for fire exit with foundation and other miscellaneous works as per BOQ complete.

The scope of work shall include items included under BOQ. However, any item not specifically mentioned in the BOQ but required for completion of work shall be done by Contractor without any commercial implications.

ALLIED WORKS:

- a) All allied works as per the Bill of Quantities to be carried out by the Contractor in all respects invariably mentioned or not in the specification to complete the work in all respects.
- b) The materials required / intended for the work should be handled carefully and neatly installed / laid / commissioned and any damages during installation will be Contractors account and same shall be rectified immediately to its original condition.
- c) The Miscellaneous works to be carried out invariably whether clearly mentioned or not in the specifications and BOQ and to be completed in all respects the said project work

GENERAL NOTES:

- a) All the drawings of Design, Construction, Foundation Details, catalogues/Brochures of type Test certificates, routine Test certificates etc. should be submitted by the contractor in THREE sets invariably mentioned or not in the Tender Schedule. After the completion of work, As Built drawings in THREE sets to be submitted.
- b) All the drawings to be got approved by the Engineer –in –charge before Fabrication, Assembly, installation etc.
- c) All the works of installation, testing commissioning to be carried out in the presence of Engineer-in-charge.
- d) **Since the project / works is on turnkey basis, the items / components not specifically mentioned but required, shall be considered and included in the quoted price at the time of submission of bid. No claim will be entertained after opening of Price bid.**
- e) All the Hardware materials/Miscellaneous materials should be got approved by the Engineer – in-charge before installation and commissioning.
- f) The contractor should provide all facilities to test the materials at site.
- g) The total turn-key project should be guaranteed for a period of **12 months** from the last date of handing over for all the materials and work carried out by the contractor. In the event of failure during the Guarantee Period, the restoration work shall be done free of cost by the Contractor within 24 Hours of giving notice or else, the expenditure incurred by ESIC to carry-out the defective work will be recovered from the performance guarantee amount with the ESIC.

TENDER FORM & APPENDIX TO
FORM OF TENDER

(Note: -Tenderers are required to fill up all the blank spaces in this Tender Form).

To,

_____ /
ESIC, HQ

CIG Marg – 110002.

New Delhi – India.

1. Having examined the Instructions to Tenderers, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for **“SPECIAL REPAIR WORK OF DATA CENTRE FIRST FLOOR AND PROVIDING STRUCTURAL STEEL STAIRS FOR FIRE EXIT AT ESIC DENTAL COLLEGE & HOSPITAL, SECTOR-15, ROHINI, NEW DELHI”** we the undersigned, offer to execute the work in the area belonging and related to ESIC in conformity with said conditions of contract, specifications, drawings, etc. at rates for items of work in the schedule of items of work and rates attached herewith. We are aware of the site conditions of the subject work at the **ESIC HQ, New Delhi** and of the requirements of this tender and for which we guarantee satisfactory performance.
2. We shall undertake to complete the work within **2 months** from the date of issue of Letter of Acceptance.
3. We further undertake, if our tender is accepted, to deposit within 21 days from the date of receipt of the Letter of Acceptance, Bank Guarantee to the extent of 10 % (ten percent) of the contract price in the manner set forth in the GCC of tender.
4. We further undertake, if our tender is accepted, to enter into and execute within **14 days** of our being called upon to do so, an Agreement in the form annexed and the conditions of contract with such modifications as are agreed upon.
5. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.
6. We agree to abide by this tender for the period of **4** calendar months from the date fixed for receiving the same.
7. We have deposited the Earnest Money as per the instructions.
8. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of our failing to deposit the Security Deposit in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within one month or extended time thereafter from the date of receipt of letter of acceptance, the deposit of Earnest Money shall stand forfeited to the Port Trust.
9. We agree that the payment shall be made direct to us by the ESIC in Rupees.

10. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ Day of _____ in the capacity of _____ duly authorized to sign
the Tender for and on behalf of

(IN BLOCK CAPITALS)

Signature:

Address:

ANNEXURE - II

FORM OF AGREEMENT

THIS AGREEMENT made at Delhi this _____ day of _____ BETWEEN M/s. _____ (hereinafter called "the Contractor") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators successors and permitted assigns) of the one part and ESIC, represented by Director, General Branch having its Head Quarters at Panchdeep Bhawan, CIG Marg, New Delhi (herein after called "The ESIC") which expression shall unless excluded by or repugnant to the context or meaning hereof, be deemed to include their successors and assigns) of other part, WHEREAS the ESIC have accepted a tender by the Contractor for **“SPECIAL REPAIR WORK OF DATA CENTRE FIRST FLOOR AND PROVIDING STRUCTURAL STEEL STAIRS FOR FIRE EXIT AT ESIC DENTAL COLLEGE & HOSPITAL, SECTOR-15, ROHINI, NEW DELHI”** and Guaranteeing the performance for a period of 12 months vide work order No.....dated.....

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents annexed herein shall be deemed to form and be read and construed as part of this Agreement, viz –
 - a) Detailed work order
 - b) Tender document consisting of instruction to Tender, General Conditions of contract, schedule of work etc.
 - c) Priced Bill of Quantities
 - d) All other correspondence Letters, documents exchanged between the ESIC and the contractor.

In consideration of the payments to be made to the Contractor as hereinafter mentioned the Contractor HEREBY COVENANT with the ESIC to **“SPECIAL REPAIR WORK OF DATA CENTRE FIRST FLOOR AND PROVIDING STRUCTURAL STEEL STAIRS FOR FIRE EXIT AT ESIC DENTAL COLLEGE & HOSPITAL, SECTOR-15, ROHINI, NEW DELHI”** and Guaranteeing the performance for a period of 12 months in conformity in all respects with the provision of the Contract.

2. The ESIC HEREBY COVENANT to pay to the Contractor in consideration of the work **“SPECIAL REPAIR WORK OF DATA CENTRE FIRST FLOOR AND PROVIDING STRUCTURAL STEEL STAIRS FOR FIRE EXIT AT ESIC DENTAL COLLEGE & HOSPITAL, SECTOR-15,**

ROHINI, NEW DELHI” and Guarantee the performance for a period of 12 months, the Contract Price or and such other sum as may be payable at the time and in the manner prescribed by the Contract.

3. IN WITNESS WHEREOF the parties hereunto have set their hands and seals, the day and year first above written. This Agreement is assigned as ___/2019-20 and contains with.....pages in all.

Signed and sealed on behalf of

For and on behalf of the ESIC

Contractor

(ESIC)

M/s.

Sign :

Sign

Name :

Name

Designation:

Designation:

In presence of

In presence of

Witness:

Witness:

SECURITY /PERFORMANCE BANK GUARANTEE

THIS DEED OF GUARANTEE executed on this day of Two thousand at
by **(Bank)**----- having its corporate and Registered office at ----- (hereinafter referred to as the Guarantor) which expression shall unless contrary or repugnant to the context or meaning thereof be deemed to include their successors, Administrators and assigns, of the one part.

IN FAVOUR OF :

The ESIC, a _____, and having their Administrative office at CIG Marg, New delhi-110002 (hereinafter referred to as “_____”) which expression shall, unless contrary or repugnant to the context or meaning thereof be deemed to include their successors, administrators and assigns, of the other part.

WHEREAS :-

The ESIC, vide its tender dated .0.2018 invited open Tenderers to bid for “**SPECIAL REPAIR WORK OF DATA CENTRE FIRST FLOOR AND PROVIDING STRUCTURAL STEEL STAIRS FOR FIRE EXIT AT ESIC DENTAL COLLEGE & HOSPITAL, SECTOR-15, ROHINI, NEW DELHI**” (hereinafter called “the Contract”).

- (a) After evaluation of the bids received in response to the Tender dated . .2019, the ESIC accepted the Bid of M/s. ----- (hereinafter referred to as “the Contractor”) and issued Letter of Acceptance (LOA) and also Work Order No. ----- dated-----for commencement of the said Contract work, subject to the terms and conditions stipulated therein.
- (c) In terms of the Work Order and the Contract Agreement No..... dated entered into between the ESIC and the Contractor, the Contractor is required to furnish the ESIC, a Security Deposit Cum Performance Guarantee being an unconditional and irrevocable Bank Guarantee from a Nationalized/Scheduled Bank having its branch at New Delhi for a sum of Rs. _____ (**Rupees** _____ only) as the security for due and punctual performance/discharge of the obligations by the Contractor under the said Contract Agreement.
- (d) At the request of the Contractor and for a valid consideration of the contract, the Guarantor has agreed to provide the guarantee, under this presents guaranteeing the due and punctual performance/discharge by the Contractor of his obligations under the said Contract.

NOW THEREFORE THIS DEED WITNESSTH AS FOLLOWS :

1. The Guarantor, **(Bank)** ----- hereby irrevocably and unconditionally guarantees the due execution and punctual performance by M/s. ----- (the Contractor) of all its obligations under the Contract Agreement.

2. The Guarantor shall, without demur or protest, pay to the ESIC a sum not exceeding to Rs.-
------(Rupees ----- only)) immediately on receipt of a written demand therefore from the ESIC stating that the Contractor has failed to meet their performance/obligations under the Contract Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Contractor or validity of the demand so made by the ESIC and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Contractor or any other person authorized by him before any Court, Tribunal, expert, Arbitrator or similar proceedings. The Guarantor's obligations hereunder shall subsist until all such demands of the ESIC are duly met and discharged in accordance with the provisions of the Agreement. Any such demands made on the Guarantor by the ESIC shall be conclusive, absolute and unequivocal as regards the amount due and payable by the Guarantor under this Agreement, subject to however to a limit of Rs. **Rs.**------(Rupees ----- only). The ESIC shall at all time at its sole discretion have the absolute and unconditional right to call upon the Guarantor to pay the amount under this Guarantee until ..201 or within a claim period of three months from the date of expiry of this Guarantee. i.e. on or before **..20** .
3. In order to give effect to this Guarantee, the ESIC shall be entitled to treat the Guarantor as the Principal Debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract Agreement or other documents or by the extension of time for performance granted by the ESIC or postponement/non-exercise/delayed exercise of any of its rights by the ESIC or any indulgence shown by the ESIC to the Contractor and the Guarantor shall not be relieved from their obligations under this Guarantee on account of any such variations, extensions, postponement, non-exercise or delayed exercise by the ESIC of any of the ESIC's rights or any indulgence shown by the ESIC, provided nothing contained herein shall enlarge the Guarantor's obligations hereunder.
4. This Guarantee shall not be affected by any change in the constitution or winding up, insolvency, bankruptcy, dissolution or liquidations of the Contractors/Guarantor or any absorption, merger or amalgamation of the Contractor/Guarantor with any other person or Party.
5. Any payment made hereunder shall be made free, clear of and without deduction for or on account of taxes, levies, imposts duties, charges, fee deductions or withholding of any nature whatsoever.
6. This guarantee shall be unconditional and irrevocable and shall remain in full force and effect until the scheduled Contract period, thereafter unless discharged/released earlier

by the ESIC in accordance with the provisions of the Agreement or until expiry of three months of claim period after expiry of the Guarantee period. The Guarantor's liability in aggregate shall be limited to a sum of Rs.----- only.

7. The obligations, covenants, agreements and duties herein shall not be subject to any counter claims, cross claims, setoffs, deductions, withholdings, diminutions, abatements, re-coupments, suspensions, deferments, reductions or defense for any reason whatsoever and the Guarantor shall have no right to terminate this Guarantee or to be released, relieved or discharged from any of its obligations, covenants, agreements and duties hereunder for any reason whatsoever during the validity of this Guarantee.
8. The guarantor warrants that it has the powers to issue this guarantee and discharge the obligations contemplated herein, and that the undersigned are duly authorized to execute this Guarantee pursuant to the powers granted under.....
9. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantor hereby irrevocably submits to the exclusive jurisdiction of the Court at New Delhi for the purpose of any suit, action or other proceedings arising out of this Guarantee or the subject matter hereof, brought by the ESIC or its successors or assigns.

Notwithstanding anything contained herein above:

- (a) The Guarantor's liability under this Guarantee shall not exceed **Rs.----** (Rupees----- only).
This guarantee shall valid up to . **.2020** and remain in full force until a claim period of three months from the date of expiry of the Guarantee.
- (b) The Guarantor shall be released and discharged from all liability under this guarantee unless a Written claim or demand is issued to the Bank on or before . **.2019** at **(Bank)---
-Branch, -----** (the Guarantor).
- (d) **The guarantee shall be encashable at New Delhi.**

IN WITNESS WHEREOF THE GUARANTOR HAS SET HIS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Signed and Delivered by

(Authorised Signatory/s)

(Name & Code No.)

(For and on behalf of **(Bank.)**)

FORMAT FOR DECLARATION
(To be executed on bidder's letter head)

To

(Project Title)

Ref:

The undersigned, having studied the pre-qualification submission for the abovementioned project, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price cover of the tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No. _____ is full and final for all legal/contractual obligations (delete if not required).
- (f) We also state that we have not made any payment or illegal gratification to any person/ authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

Date:

Place:

Name of the Applicant :

Represented by (Name & capacity)

EXPERIENCE IN SIMILAR WORKS.

The information about experience in similar Works should be submitted in below mentioned format and separate sheets must be used for each reference.

You are advised to furnish details about similar Works so as to meet minimum qualifying criteria as stipulated in the Tender. In support of submitted information, it is very essential to submit copies of **supporting documentary evidence of work orders and satisfactory completion certificates &** copy of TDS certificate of the supporting work shall be submitted **with Contract Value issued by Client's during past 7 years.**

1. Client's Name:
2. Contract / Order number and Date.
3. Name of the contractor
4. Client's Address in full:
5. Name of Client's Contact person:
6. Client's Telephone Number/s
7. Client's fax number
8. Contract / Order value
9. Completion period as per Contract / Order
10. Date of Actual completion Of Contact / Order
11. Brief details of Contract/Order

SCHEDULE-II

LIST OF APPROVED MAKES for Civil & Plumbing Works

Sl. No.	Materials	Approved make
1.	Vitrified Tiles	KAJARIA, JOHNSON, MARBITO, NITCO, ASIAN, SOMANY, RAK
2.	Sanitary Ware	Hindware, Neycer, Cera, Parry ware, Kohler
3.	Kitchen Sink (steel)	Neelkanth, Jayna, Nirali
4..	Structural M.S. Sections I & Channels	ISI marked Tisco, Jindal, Sail, Rana, Rathi
5..	Structural Extruded Sections Tee iron, Angle iron, Flats etc and TMT bars	ISI marked Rana, Tata, Rathi
6.	Steel work with hot finished welded type tubes for tubular trusses	BST, Jindal, Ravindra, Surya
7.	Oil bound washable distemper	Berger, Asian, Nerolac, ICI
8.	Acrylic Distemper with or without VOC content	Berger, Asian, Nerolac, ICI
9.	Acrylic Emulsion paint/premium Emulsion paint having VOC content	Berger, Asian, Nerolac, ICI
10.	Exterior Acrylic paint/ Premium acrylic paint	Berger, Asian, Nerolac, ICI
11.	Primer for all work with or without VOC content	Berger, Asian, Nerolac, ICI
12.	Synthetic enamel paint with or without VOC content	Berger, Asian, Nerolac, ICI
13.	Cement	OPC 43 Grade/PPC (ISI) ACC, Birla, Jaypee, L&T, Shree, J.K.
14.	Brass Door window fillings	Sigma, Brasses, Bush
15.	Dash Fastner	Hilti, Fisher, Canon
16.	Hydraulic door closer	Hardwyn, Godrej, Dorma
17.	Lock & Latcher	Godrej, Harrison, Plaza, Golden

18.	Cement wall putty	Birla wall care, J.K. wall care
19.	Aluminum Sections	Jindal, Hindalco, Indalco
20	Tile Adhesive as pais 15477	CICO Bal Endura, PIDLITE, FERROUS
21.	Tempered glass/ glass pan	Modi float, saint Gobain, Asahi
22	White Cement	J.K. White, Birla White, ACC white cement
23	Structural Steel	Sail ,Tata, Jindal
24	Adhesive	Pidilite, Sika, Thermoshield,
25	FURNITURE / Work Station	Godrej, Wipro, Feather lite, Geeken
26	FLOAT GLASS	MODI FLOAT,SAINT GOBAIN,ASAHI
27	READY MIX CONCRETE (RMC)	LAFARGE, ALCHON, ACC, L&T, ULTRA TECH
28	POP (PLASTER OF PARIS)	BIRLA WHITE, SAKARNI, JK LAXMI
29	Metal False Ceiling	Armstrong, Saintgobin, Durlum, Grid Square
30	Gypsum False Ceiling	Armstrong, Saintgobin, Gyproc

Notes :

1. The weight and thickness of the material should be as per CPWD Specification/relevant IS Code / manufacturer specifications.
2. The above list is not exhaustive and as such materials beyond the above said list shall be used in the work only after due approval from the ESIC engineer.

Signature & Seal of the Tenderer.

Tenderer shall furnish Bank Information for E-Payment

1	Name and full address of the Tenderer. EMAIL address	
2	Credit Account No. (Should be full 14 digit)	
3	Account type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with Telephone No.)	
6	MICR code (should be 9 digit)	
7	Telephone/Mobile /Fax No. of the tenderer.	Telephone:
		Mobile:
		Fax:
8	PAN : (Permanent account number)	
9	GST. Registration No.	
10	TIN No.	
11	Xerox copy of a cheque and PAN card should be enclosed.	

Signature and seal of the Tenderer:

HAND RECEIPT

Name of Payee :

Head of account : GLC -

Authority :

HAND RECEIPT

(C.P.W.A.28)

(To be used as simple form of voucher for all miscellaneous payments and advance for which none of the special forms 24, 25, 27 is suitable)

Department :

Cash Book Voucher No.

Dated:

- 1. Pay by Cheque / RTGS
- 2. Paid by me

Received from the Sub Divisional Officer-in-charge of

Sub Division the Sum of Rs. ()

Name of the work or purpose for which payment is made: Being the refund of EMD furnished along with the Tender No. -----Dtd.....2019 – for the work of **“SPECIAL REPAIR WORK OF DATA CENTRE FIRST FLOOR AND PROVIDING STRUCTURAL STEEL STAIRS FOR FIRE EXIT AT ESIC DENTAL COLLEGE & HOSPITAL, SECTOR-15, ROHINI, NEW DELHI** vide Receipt No. Dtd. - -2019.

Date:

Seal

Signature of Payee:

& Sign of the Tenderer.

Witness:

- ◆ **The officer authorising payment would initial and date pay order after scoring out the word Cheque or cash as the case may be.**
- ◆ The person actually making the payment should mark initials and date on payment certificate (2).
- ◆ In the case of works the accounts of which are kept by Sub-heads the amount chargeable to each sub-head should be specified by the disbursing officer.
- ◆ Payment should be attested by some known person when the payee’s acknowledgement is given by a mark, seal or thumb impression.

BILL OF QUANTITIES

Name of Work: **SPECIAL REPAIR WORK OF DATA CENTRE FIRST FLOOR AND PROVIDING STRUCTURAL STEEL STAIRS FOR FIRE EXIT AT ESIC DENTAL COLLEGE & HOSPITAL, SECTOR-15, ROHINI, NEW DELHI**

CHECK LIST

ESIC

Tender:

Dtd. 26.04.2019

SCHEDULE FOR CHECKLIST OF DOCUMENTS TO BE **UPLOADED** ALONG WITH TECHNO-COMMERCIAL BID.

	DETAILS OF DOCUMENTS TO BE SUBMITTED		Yes	No
<u>Technical Bid</u>	1	Demand Draft copy of Earnest Money Deposit (EMD) or supporting document with notary for exemption of EMD as per clause 2.6.		
	2	Supporting documentary evidence of work orders and satisfactory completion certificate issued by the client duly self-attested and TDS certificate of the supporting work . Copy of TDS certificate of the supporting work shall be submitted.		
	3	Copies of Annual turnover, profit and loss Account statements, balance sheet and Auditor's report for the last three years, endorsed by Chartered Accountant with attestation .		
	4	Certificates: a) GST Registration Certificate. a) Pan card copy c) Employees State Insurance Registration certificate d) PF Registration Certificate.		
	5	a) Work Schedule in the form of Bar chart b) Organization Structure of the firm/Bidder		
	6	a) Schedule- I - Experience in similar Works b) Schedule - II -Proposed Make of Materials c) Schedule - III -Bank Details d) Schedule -IV -Hand receipt		
	7	a) Annexure – I -Tender Form b) Annexure – II -Form of Agreement c) Annexure – III -Form of Bank Guarantee d) Annexure – IV –Declaration (in letter head).		
	8	Power of Attorney in original as per clause No.2.4 of Tender.		
PRICE BID	PART-III - Price Schedule (Online Mode Only)			