TENDER DOCUMENT

TENDER No.: DLI/ENGG/ESI – REPAIR/KOL-001

FOR

External repairing & painting of ESI Staff quarters at
ESI Housing Complex,
Block-GB, Salt Lake City, Kolkata

VOLUME – II

NOTICE INVITING TENDER
&
ADDITIONAL CONDITIONS OF CONTRACT

ENGINEERING PROJECTS (INDIA) LIMITED
(A GOVT. OF INDIA ENTERPRISE)
Core-3, Scope Complex, 7, Institutional Area,
Lodhi Road, New Delhi-110003
TEL NO: 011-24361666, 24366226 FAX NO. 011-24363426
ENGINEERING PROJECTS (INDIA) LTD.
(A. Govt. of India Enterprise)

NOTICE INVITING TENDER

Tender for External repairing & painting of ESI Staff quarters at ESI Housing Complex, Block-GB, Salt Lake City, Kolkata

DLI/ENGG/ESI-REPAIR/KOL/001 Date: 01.05.2009

1.0 Engineering Projects (India) Ltd. invites the sealed percentage rate tender on behalf of Employees State Insurance Corporation (ESIC) from eligible firms / contractors for the following work.

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Name of work</th>
<th>Estimated cost</th>
<th>Period of Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>External repairing &amp; painting of ESI Staff quarters at ESI Housing Complex, Block-GB, Salt Lake City, Kolkata</td>
<td>Rs. 1.14 Crore</td>
<td>04 Months (Four months)</td>
</tr>
</tbody>
</table>

The brief scope of work included in this tender shall include (but not limited to) Dismantling of existing concrete, brickwork, plaster etc. and Repairing / finishing of old work and construction of RCC chajjas, fins, Lintels, Brickwall, plastering, painting etc.

The detailed scope of work is given in the tender document.

Time schedule of tender activities.

i) Date & Time of sale of Tender Documents From 01.05.2009 to 08.05.2009 11.00 AM to 04.00 PM

ii) Last Date & Time of Submission of Tenders 11.05.2009 by 02.00 PM

iii) Date & Time of Opening Envelope-1 11.05.2009 at 02.30 PM

Contractors who fulfill the following eligibility criteria shall be eligible to apply. The Joint Ventures are not accepted.

Signature of Contractor

EPI
a) Experience of having successfully completed works during the last 7 years ending 31.03.2009.

   i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost put to tender.
      OR

   Two similar completed works costing not less than the amount equal to 60% of the estimated cost put to tender.
      OR

   One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost put to tender.

   AND

   ii) One completed work of any nature (either part of (i) or a separate one) costing not less than the amount equal to 40% of the estimated cost put to tender with some Central/State Government Organization / Central Autonomous Body / Central Public Sector Undertaking.

   The “similar works” shall mean Civil and associated works of buildings.

   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 last date of receipt of applications for tenders.

   The cost of free issue of materials shall not be included in the completion cost of works.

b) Should have average annual financial turnover on civil / electrical construction works should be at least 30% of the estimated cost during the immediate last three consecutive financial years. This should be duly audited by a Chartered Accountant. Year in which no turn over is shown would also be considered for working out the average.

c) Should not have incurred any loss in more than two years during the immediate last five consecutive financial years, ending 31.03.2009, duly certified by the chartered Accountant.

d) Should have a solvency of 40% of estimated cost issued by his bankers. The certificate should be issued after 01.04.2008

e) Should have valid PAN (Permanent Account Number) of Income Tax.

f) Should have Valid PF registration no.
2.0 Tender documents comprising of the following are available on the website of EPI: [www.epi.gov.in](http://www.epi.gov.in)

i) Notice Inviting Tender (NIT)
ii) General Conditions of Contract (GCC available under tab titled Tenders) - Vol.I
iii) Addendum to INSTRUCTIONS TO TENDERERS
iv) Additional Conditions of Contract.- (Vol.II)
v) Price Bid – (Vol.III)

3.0 a) The complete Tenders documents are available on the website and the same can be downloaded by the intending bidders directly from EPI website. The tender fees of Rs.5,000.00 (Rupees five thousand only) (Non-Refundable) by Crossed Demand Draft favouring “Engineering Projects (India) Ltd.”, payable at Delhi shall be submitted by the bidder along with their bid in Envelope-1. Relevant experience certificates and other documents as mentioned above Cl 1.0 (a) to 1.0 (f) duly attested by Gazetted Officer not below the rank of Executive Engineer or equivalent or Notary Public fulfilling the qualifying criteria shall be enclosed in Envelope-1. Completion Certificates from clients shall be in the name of the Company who is submitting the tender. The Contractor has to produce original documents for verification at the time of opening of tender or as and when demanded. The Tender of any tenderer shall be rejected if on detailed scrutiny, documents submitted along with the tender are found to be unsatisfactory. The decision of EPI in this regard shall be final and binding on the tenderer.

b) Alternatively tender Documents can also be purchased from the Additional General Manager, Engineering Projects (India) Ltd., Core-3, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi – 110003 from 11.00 AM to 04.00 PM on all working days (Monday to Friday) except Public Holidays, on submission of request letter along with tender fees of Rs.5,000.00 (Rupees five thousand only) (Non-Refundable) by Crossed Demand Draft favouring “Engineering Projects (India) Ltd.”, payable at Delhi and relevant experience certificates and other documents duly attested as mentioned at para above. The Contractor has to produce original documents for verification at the time of purchase of tender documents. Issuance of Tender Documents to any tenderer shall, however, not construe that the tenderer is considered qualified for the tender work and the same may be rejected if on detailed scrutiny, the documents submitted along with the tender are found to be unsatisfactory.

4.0 All Tenders shall be accompanied by Earnest Money Deposit (EMD) of Rs. 2.30 Lakhs. This can be either in the form of Crossed Demand Draft or Pay Order of any Nationalized Bank / Scheduled Bank for the full amount of EMD payable favouring, “Engineering Projects (India) Ltd.”, payable at Delhi or in the form of Bank Guarantee of any Nationalized Bank / Scheduled Banks, in accordance with the prescribed proforma, favouring “Engineering Projects
(India) Ltd., Delhi”. The EMD shall be valid for minimum period of 150 days (One Hundred Fifty Days) from the last day of submission of Tender. Tenders submitted without EMD or with inadequate amount of EMD shall be rejected.

5.0 The Terms & Conditions contained in this NIT and tender documents shall be applicable.

6.0 EPI reserves the right to accept any tender or reject any or all tenders or annul this tendering process without assigning any reason and liability whatsoever and to re-invite tender at its sole discretion. The corrigendum, extension, cancellation of this NIT, if any, shall be given on the EPI’s website www.engineeringprojects.com only. The intending tenderers are requested to visit the EPI’s website regularly for this purpose.

The tender documents shall be issued by and submitted to:

Additional General Manager
ENGINEERING PROJECTS (INDIA) LTD.
Core-3, Scope Complex,
7 Institutional Area, Lodhi Road,
New Delhi – 110003

TEL. NO. 011-24361666 Ext. 2331
FAX NO. 011-24368293
ADDENDUM TO “INSTRUCTIONS TO TENDERER”

1.0 MODE OF SUBMISSION

(a) The Envelope-1 shall also contain the documents meeting the eligibility criteria mentioned in “Notice Inviting Tender” Clause No. 1.0 (a) to (f) in addition to Clause No.1.0 (i) to (vi) given in Page No.(1) of “INSTRUCTIONS TO TENDERERS”.

(b) The tenderer who shall download the tender documents directly from EPI’s website they have to submit tender fees of Rs.5,000.00 (Rupees five thousand only) (Non-Refundable) by Crossed Demand Draft favouring “Engineering Projects (India) Ltd.”, payable at Delhi along with their bid in Envelope-1.

2.0 CLAUSE NO.1.1 OF INSTRUCTIONS TO TENDERERS. as given in Page (2) of INSTRUCTIONS TO TENDERERS stands amended as below:

First the Envelope-1 of the tenderer shall be opened. Tenderers who unconditionally accept the tender conditions, deposit the required Earnest Money, who meets the eligibility criteria mentioned in clause no. 1.0 (a) to (f) of NIT, tender fees as defined above in Clause 1.0(b) and whose Techno-Commercial Bid along with PQ Documents is found suitable shall be considered for the opening of their Price Bid and Envelope-2 of such tenderers shall only be opened. The Tenders not accompanied by requisite Earnest Money and / or not conveying un-conditional acceptance of tender conditions and / or not meeting the eligibility criteria or whose Techno-Commercial Bid and PQ Documents are not found acceptable, shall be rejected and such tenderer shall not be allowed to attend Price Bid opening i.e. opening of Envelope-2.

All other provisions of “Instructions to Tenderer” shall be remain unchanged.
2.0 ADDITIONAL CONDITIONS OF CONTRACT (ACC)

1.0 The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract. If there are any provisions in these Additional Conditions of Contract, which are at variance with the provisions of General Conditions of Contract, the provisions in these Additional Conditions of Contract shall take precedence.

2.0 INTRODUCTION
Employees State Insurance Corporation (ESIC) intend to renovate external repairing & painting of ESI Staff quarters at ESI Housing Complex, Block-GB, Salt Lake City, Kolkata

3.0 SCOPE OF WORK INCLUDED IN THE CONTRACT
The brief scope of work included in this tender shall include (but not limited to) Dismantling of existing concrete, brickwork, plaster etc. and Repairing / finishing of old work and construction of RCC chajjas, fins, Lintels, Brickwall, plastering, painting etc.

Apart from above any other services not covered above but required as per direction of EPI are deemed to be included in the scope of work. The work is to be carried out as per bill of quantities and tender conditions.

4.0 QUALIFICATION OF TENDERERS
To be eligible for this tender the bidders should fulfill the requirements for eligibility as mentioned in the Notice Inviting Tender (NIT) and should submit detailed data and credentials set out in Cl 19.0 of ITT (Vol-I) & NIT (Vol. II) of the Tender. The tenderers are required to fulfill all the eligibility criteria as stipulated in NIT and elsewhere in the Tender documents. The price bid of tenderers who fulfill the eligibility criteria as per evaluation of EPI shall only be opened. The decision of EPI in this regard shall be final & binding on the tenderers.

5.0 DISQUALIFICATION
The tenderers may note that they are liable to be disqualified and not considered for the opening of Price Bid if;

a) Representation in the forms, statements and attachments submitted in the pre-qualification document are proved to be incorrect, false and misleading.

b) They have record of poor performance during the past 10 years such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor, inordinate delay in completion, consistent history of litigation / arbitration awarded against the
contractor or any of its constituents or financial failures due to bankruptcy etc. in their on going / past projects.

c) They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the Tender.

d) If the tenderers attempt to influence any member of the committee.

EPI reserves its right to take appropriate action including disqualification of tenderer(s) as may be deemed fit and proper by EPI at any time without giving any notice to the contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the tenderers.

6.0 The set of tender documents shall contain tender drawings one set of hard copy. The original hard copy of tender drawings shall be returned along with the tender documents duly signed and stamped by the tenderer & shall form part of agreement.

7.0 SPECIFICATIONS

7.1 The work in general shall be carried out as per latest CPWD specifications New Delhi for Civil Works, Internal Electrical works and Fire fighting (updated with correction slips issued upto last date of submission of tender) and latest CPWD specification New Delhi for electrical works (updated with correction slips issued up to last date of submission of tender) unless otherwise specified in the nomenclature of the individual item or in the particular specifications of concerned items of works.

7.2 For items not covered under latest CPWD specification, for (Civil Works) / latest CPWD specification for Electrical Works, Fire fighting works and in particular specification or nomenclature of the individual item as above, the work shall be done as per latest relevant BIS codes of practice.

7.3 In case specification are not covered under para 7.1 & 7.2 above the work shall be carried out as per the provisions of technical specification given in Vol. IIB

7.4 In case of non availability of any specification in the above paras or any overlapping provisions, non-clarity on any issue, applicability of particular provision out of above, shall be decided by Engineer-in-Charge whose decision shall be final & binding on the contractor.

7.5 Thermo Mechanically Treated bars conforming to IS:1786, Fe 500 grade as required, from approved manufacturers viz SAIL/RINL/TISCO shall be used. In case of non availability of steel of these makes, TMT bars of other manufacturers as per IS1786, Fe 500 grade as required, may be allowed to be used with the prior approval of Engineer-in-charge. In case TMT bars from manufacturer other than SAIL/RINL/TISCO is allowed to be used, a deduction
of Rs. 2 (two) per Kg shall be made from the bills of the contractor. The other provisions of clause 45.2 of GCC remains unchanged.

7.6 The Portland Pozzolona Cement (PPC) as per IS:1489-1991 or ordinary Portland Cement (OPC) as per IS:8112 shall be used on the works. The other provisions of clause 45.1 of GCC remains unchanged.

8.0 **CLAUSE NO.69.1 (IV) OF GCC STANDS MODIFIED AS UNDER:**

If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iii) above, then the Contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge the rates which he intends to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer-in-Charge shall determine the rate or rates on the basis of prevailing market rates of the material, Labour, T&P etc. plus 15% (Fifteen percent) to cover the Contractors supervision, overheads and profit and pay the Contractor accordingly. The opinion of the Engineer-in-charge as to the current market rates of materials and quantum of labour involved per unit of measurements will be final and binding on the Contractor. However, the Engineer-in-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances, the Contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

9.0 **THE CLAUSE NO.72.1 OF GCC SHALL BE REPLACED AS UNDER:**

The Contractor shall ensure adequate progress during the execution of work according to the detailed Bar Chart / PERT chart so that the activities are completed in the period allowed in the completion schedule as given at S. No. 11.0 of Additional Conditions of Contract (ACC).

However, the Contractor shall also maintain monthly progress strictly in accordance with bar chart and / or detailed time schedule that will be worked out on the basis of completion schedule for various stages mentioned at Sl. No.11.0 of ACC. If the Contractor fails to maintain the above progress or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy of the EPI on account of such breach, pay as agreed compensation and not as penalty at the rate of one percent (1%) per every week of delay of the value of the work shown above if there is delay for a particular stage or the entire value of contract if the whole of the work is delayed.

The total amount of compensation payable by the Contractor for delay in stage-wise completion or completion of the whole work shall not exceed 10% of the total contract value as awarded.
10.0 CLAUSE NO. 72.4.1 OF GCC STANDS MODIFIED AS UNDER:

Within 10 (Ten) days of date of Letter of Intent, the contractor shall submit a Time and Progress Chart (CPM/PERT/Quantified Bar Chart) and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items / scope of the works. It shall indicate the forecast (milestones) of the dates of commencement and completion of various items/ trades, sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, to ensure good progress during the execution of the work. The physical report including photographs shall be submitted by the contractor on the prescribed format & the intervals (not later than a month) as decided by the Engineer-in-Charge. The compensation for delay as per clause 72.1 (revised as per ACC) shall be leviable at intermediate stages also, in case the required progress is not achieved to meet the time deadlines of the completion period and / or milestones of time and progress chart provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work.

In case entire work is completed within the total time period of completion or extended period of completion allowed, the compensation for delay due to not achieving progress at intermediates stage, if any, shall be refunded without any interest charges.
11.0 TAXES & DUTIES

Clause No. 13.0 of GCC (Taxes & Duties) page no. 23, Vol. I of NIT stands modified as under.

Only following Taxes and Duties shall be reimbursed to contractor on the production of original receipt evidencing their payment to the authorities by the contractors.

a) Turnover Tax on work contract /VAT
b) Service Tax(If Applicable)

Other provisions of clause no. 13.0 of GCC shall be remain unchanged.

12.0 PERFORMANCE SECURITY

Apart from furnishing Performance Bank Guarantee as per Clause No. 9.0 of GCC by the contractor, the Bank Guarantee charges incurred by EPI for furnishing Performance Security Guarantee to ESIC shall be recovered from the contractor.

13.0 ARBITRATION :

13.1 Clause no. 76.1 alongwith note

Deleted - There shall be no Arbitration Clause for this Contract except between Central Public Sector Undertakings inter se / Government of India Departments / Ministries as mentioned in the Clause No. 76.2 below:-

13.2 Clause no.76.2 ARBITRATION BETWEEN CENTRAL PUBLIC SECTOR ENTERPRISES INTER SE / GOVERNMENT OF INDIA DEPARTMENTS / MINISTRIES

i) In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the instructions (Office Memorandum / Circulars) issued by Govt. of India from time to time with regard to arbitration between one Government Department and another one Government Department and a Public Sector Enterprise and Public Sector Enterprise inter se.

ii) Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in the arbitration shall be as is contained in D.O. No. DPE/4/(10)/2001-PMA-GL-I dated 22.01.2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Govt. of India or any modification issued in this regard.
14.0 CLAUSE NO.76.3, STANDS MODIFIED AS UNDER:

JURISDICTION:

The courts in Delhi/ New Delhi alone will have jurisdiction to deal with matters arising from the contract, to the exclusion of all other courts.

15.0 PLANT & MACHINERY

All plant & machinery required for execution of work shall have to be arranged by the contractor at his own cost. However, the Contractor has to deploy following minimum plant & machinery at site immediately after award of work:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Minimum numbers required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Digital theodolite &amp; auto level</td>
<td>One</td>
</tr>
<tr>
<td>2.</td>
<td>Leveling Instruments</td>
<td>One</td>
</tr>
<tr>
<td>3.</td>
<td>Vibrators (Petrol / Electrical)</td>
<td>Two</td>
</tr>
<tr>
<td>4.</td>
<td>Needles of Vibrator</td>
<td>Ten</td>
</tr>
<tr>
<td>5.</td>
<td>Batching Plant minimum 30m$^3$/hr capacity</td>
<td>Nil</td>
</tr>
<tr>
<td>6.</td>
<td>Concrete Mixers</td>
<td>Two</td>
</tr>
<tr>
<td>7.</td>
<td>DG Set (63 KVA)</td>
<td>One each</td>
</tr>
<tr>
<td>8.</td>
<td>Transit mixer</td>
<td>Nil</td>
</tr>
<tr>
<td>9.</td>
<td>Tower crane</td>
<td>Nil</td>
</tr>
<tr>
<td>10.</td>
<td>Builder hoist</td>
<td>Nil</td>
</tr>
<tr>
<td>11.</td>
<td>Concrete Pump of min 30 cum/hr capacity</td>
<td>Nil</td>
</tr>
</tbody>
</table>

Note:

a) Any other equipment for site test as outlined in CPWD/ BIS specification and as directed by the Engineer-in-Charge.

b) The quantities of equipments indicated are tentative and can be increased as per the requirement of work OR as per the direction of Engineer-in-Charge. The above equipment list is indicative and not complete. The contractor has to deploy all the required equipment to complete all the works within stipulated specifications & time period as per contract documents.

c) The contractor will not be allowed to take out equipments from the site without the written permission of Engineer-in-Charge.
16.0 The final bill will be submitted by the contractor within 90 days from the date of acceptance of completion of work accompanied by the following documents:

a) Completion certificate issued by the Engineer-in-Charge specifying the handing over of the work including list of inventories (fittings & fixtures).
b) Computerized stage wise payment schedule.
c) No claim certificate by the contractor.
d) No claim certificate from the sub-agencies / vendors engaged by the contractor.
e) ‘As built’ drawings.
f) Periodical services and measurement books.
g) Drawings for layout of underground cables and details showing location of sluice valves, electric cable joints etc.
h) All operation and maintenance manuals.
i) All statutory approvals from various state / central govt. local bodies, if required for completion & handing over of the work as included in scope of Contractor.
j) Manufacture’s guarantee of various machines / equipments installed as part of works.

17.0 CONCRETING

17.1 The concreting shall be machine mixed with equipment as approved by Engineer-in-Charge. The contractor may opt to use Ready Mixed Concrete of repute after obtaining prior written approval from the

17.2 The contractor shall provide construction joints only at the specified positions and as per BIS codes and the concreting for columns shall be floor to beam height in one lifts, and in case the concreting is to be done in two lifts the minimum height of first lift of columns shall be 2.4 meters.

17.3 The stone aggregate and sand of required zone shall be from the quarries as approved by Engineer-in-Charge. The samples of the materials shall be got approved along with the mix design.

17.4 Plasticizers of the required specification and make shall only be permitted as per approved mix design. The cost of plasticizers / additives is deemed to be included in the rates of concrete & nothing extra shall be payable on this account.

17.5 Ready mix concrete brought from outside sources or produced at site shall have minimum quantity of cement as specified in BIS specifications and as per approved design mix.

17.6 The Contractor shall provide all cut outs in RCC work in Co-ordination with other agencies and as per instructions of Engineer-in-Charge and nothing extra shall be payable. In case the same is not provided by the Contractor the same shall be got done at their risk & cost.
18.0 **BRICK WORK**

18.1 The bricks should be minimum class designation 75 conforming to IS 1077: 1992.

18.2 The brick work for all external walls should be done from outside. The rigid scaffolding of MS pipe and the supports shall be sound and strong, with horizontal MS pipes. The contractor shall be responsible for providing and maintaining sufficiently strong scaffolding so as to withstand all loads likely to come upon it. Due care shall be taken by the contractor to ensure the execution of brick masonry walls in plumbs from outside. The Contractor shall arrange sufficient quantity of scaffolding for this purpose so as to complete the project within stipulated time.

18.3 All brick works shall be with the bricks of specified grade & source as approved by Engineer-in-Charge and no efflorescence due to salt peter shall be allowed. The contractor shall have to give proper treatment in any such case and nothing extra shall be payable and the rates quoted shall be all inclusive.

19.0 **CENTERING & SHUTTERING**

19.1 Centering & shuttering works for columns shall be made out of laminated shuttering plywood of minimum 12 mm thickness as per BIS, with angle iron frame. The centering, shuttering and staging system shall be got approved from the Engineer-in-Charge.

19.2 The shuttering used for beam shall be of laminated shuttering plywood as per BIS. The support system shall be integrated with the slab. For slabs in case plywood shutters is not used, welded steel plates will be allowed to be placed in uniform pattern. The thickness of plates and pattern to be got approved from the Engineer-in-Charge.

19.3 All joints in the shuttering i.e. plate to plate etc. shall have to be sealed with adhesive / foam, to ensure water tightness of the form work.

19.4 All shuttering work for Architect features shall be with fiber glass moulds and the rate quoted by the contractor in the schedule of rate shall be inclusive of same.

19.5 All shuttering joints in the slab, beams and lintels etc. shall be treated with tape of required width to make it water tight and the rates quoted for centering shuttering work shall be all inclusive and nothing extra whatsoever shall be payable over and above the quoted price.

19.6 The shuttering shall be tightened by using runners, tie rods and bracings. No Ghughoo / welded system shall be allowed. Support shall be adequate and proper.
20.0 GENERAL

20.1 Flooring works shall be executed as per the approved drawings / design & specifications. The pattern shown in the tender drawings, if any, can be modified as per the site requirements by Engineer-in-Charge within the proportions of the flooring materials to be provided and nothing extra whatsoever shall be payable over and above the rate quoted.

20.2 The water proofing for the terraces, underground tanks / toilet floor etc. shall be got executed only through the authorized applicators of the manufacturers and the guarantee for the same shall be in the name of EPI / owner for a period of ten years after the expiry of defect period liability on the prescribed format given in the GCC.

20.3 Plumbing & Sanitary work to be executed by licensed plumber and the plumbing scheme / drawing to be got approved from statutory authorities through the appointed licensed plumber without any extra cost. The agency shall have to submit the valid license of plumbers before starting the work.

20.4 SCI pipes for sanitary and GI pipes for water supply if fixed in RCC members like columns, beams etc. shall be fixed with scrub plugs.

20.5 The contractor shall be responsible for all protection of sanitary, water supply, electrical fittings & fixture against pilferage, breakage during period of installation until the completion of work and handed over to EPI.

20.6 Welding wherever required in the work like in grill, railing etc shall be done in full length of the contact area and grinding shall be done properly to get an even surface. SFRC covers for manholes etc, if provided, shall have name of owner / client and year of manufacturer as engraved.

20.7 The electrical works shall be executed only through licensed electrician and the agency shall have to submit the valid license of electricians before starting the work.

20.8 It will be the sole responsibility of contractor to obtain all statutory approvals/compliance required for construction / implementation of the project including right of way Forest clearance and completion clearance from the all relevant statutory bodies for plumbing, sewerage, sanitary and PHE work, fire department for fire protection, fire fighting, fire fighting installation, electrical works etc. and for all other services as included in the scope of contract etc. from the concerned department as required within the stipulated time frame. Liaison work on behalf of EPI / owner with the local bodies will also have to be done by the contractor. Nothing extra shall be payable to contractor on this account.

20.9 The contractor shall make necessary safety arrangements at site including as mentioned in GCC and indemnify EPI against any consequence of accident at site.
20.10 The tenderer shall engage specialized agency having adequate technical capability & experience of having executed Fire Fighting & Fire Alarm works. The specialized agency for the work shall be got approved by Engineer-in-charge well before actual commencement of the respective items of work.

20.11 The contractor shall erect MS sheet fencing along the periphery of the site as per drawing of EPI with proper colour as directed by the Engineer-in-charge and name / logo, safety slogan etc. written at appropriate places within ten days of issue of LOI. The contractor shall be responsible for daily cleaning of this fencing with water etc. to keep the fencing in neat & clean condition at all times. The damaged fencing should be replaced immediately by the contractor. The cost of MS sheet fencing, its maintenance etc. is deemed to be included in the quoted rates. The contractor shall engage sufficient number of security guards at his cost to ensure controlled entry to site and not to allow unauthorized personnel at site.

20.12 The contractor shall have to execute the work in pace and in such a way to facilitate agencies engaged simultaneously for execution of other works required for completion of the Building. No claim shall be entertained due to work being executed in the above circumstances.

20.13 Unless otherwise specified in the schedule of quantities, the rates tendered by the Contractor shall be all inclusive and shall apply to all heights, floors including Terrance, leads and depths and nothing extra shall be payable on this account.

20.14 On completion of work, the tenderer shall submit at no extra payment four prints of “as built” drawings to Engineer-in-charge.

21.0 INSURANCE UNDER WORKMEN COMPENSATION ACT

The clause '18.0' at page 22 of General Conditions of Contract (GCC shall be replaced and read as under.

Contractor is required to take insurance cover under the workmen compensation Act, 1923 amended from time to time from an approved insurance company and pay premium charges thereof. Wherever required by EPI the contractor shall produce the policy or the policies of Insurance and the receipt of payment of current premium. In the event of an accident, any workmen employed by the contractor for execution of the works, suffers an injury or death and is to be compensated under the provisions sub-section (1) of section 12, of the workmen’s Compensation Act, 1923 by the contractor and if the contractor fails to compensate, the EPI / ESIC shall be entitled to recover from the contractor the amount of the compensation so paid and, without prejudice to the rights of the EPI / ESIC under section 12, sub-section (2), of the said Act.
EPI / ESIC shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the Contractor whether under this contract or otherwise. EPI / ESIC shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except security for all cost for which EPI / ESIC might become liable in consequence of contesting such claim.

22.0 **INDEMNITY AGAINST PATENT RIGHTS**

The following Para shall be added to clause No. 20.0 of General Conditions of Contract as under:

The Indemnity against Patent rights shall be in the Joint Name of ESIC and EPI.

23.0 **QUALITY ASSURANCE PROGRAMME**

The following paragraph shall be added to clause no. 81.0 of General Conditions of Contract (GCC) as under:

The quality testing of materials are to be done as per the frequency of sampling & testing prescribed in relevant IS code of different items of works, all mandatory tests of materials shall be conducted at site laboratory and the tests being got conducted out side shall be got done through reputed laboratories like Regional Engineers College and IIT, MIS Shriram Test lab (Private Engineering College & polytechnic not allowed).

24.0 **INSURANCE OF WORKS**

The Insurance coverage as stipulated in General Conditions of Contract (GCC) clause no. 17,18 and 19 shall be in the combined name of ESIC, EPI and the Contractor for a period of 12 months after Successful completion / handling over of work. The Insurance coverage shall be on the total value of work awarded to contractor by EPI.

25.0 **MOBILIZATION ADVANCE :-**

25.1 Interest free Mobilization Advance maximum upto 5% of the Contract Value shall be paid to the contractor as per clause 8.0 of General Conditions of Contract.

25.2 Contractor shall instruct his banker’s to send the Bank Guarantee (BG’s), in duly approved format directly to EPI under registered post AD.

26.0 EPI is awarding this Contract on behalf of Employees State Insurance Corporation (ESIC). In case M/s. EPI cease to be an agency for the project, the right and responsibility etc. of EPI in the Contract shall get transferred to
Employees State Insurance Corporation (ESIC) or their nominated agency shall operate this Contract.

27.0 FACILITIES

The sub-clause 28.3 of the clause no. 28 of General Conditions of Contract (GCC) for Furnished Office Accommodation & Mobility and Communication to be Provided by Contractor to EPI shall be replaced and read as under:-

The contractor shall make his rates in Bill of Quantities sufficiently comprehensive to cover the cost of the facilities as per details shown below and the contractor shall not be entitled for any extra payment for the same.

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
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<tbody>
<tr>
<td><strong>I. OFFICE WITH FACILITIES</strong> – The contractor is to provide office with following facilities till defect liability period.</td>
<td></td>
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<tr>
<td><strong>A (i) PORTA CABIN OFFICE ACCOMODATION</strong></td>
<td></td>
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<tr>
<td>Furnished office with one conference room at one or more locations as per direction of Engineer-in-Charge with basis amenities like Toilets, Drinking water arrangement, lights, other facilities for winter and summer season etc. for EPI Engineer &amp; Staff &amp; maintenance of it till Defect Liability Period</td>
<td>Sq. ft.</td>
<td>750</td>
</tr>
<tr>
<td><strong>(ii) FURNITURE</strong></td>
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<td></td>
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<tr>
<td>Office tables</td>
<td>Nos.</td>
<td>2</td>
</tr>
<tr>
<td>Office Chairs</td>
<td>Nos.</td>
<td>4</td>
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<tr>
<td>Executive Table &amp; Chair</td>
<td>Nos.</td>
<td>1 each</td>
</tr>
<tr>
<td>Steel Almirah</td>
<td>Nos.</td>
<td>1</td>
</tr>
<tr>
<td>File Cabinet</td>
<td>Nos.</td>
<td>1</td>
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<tr>
<td><strong>B) OFFICE EQUIPMENT</strong></td>
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<td></td>
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<tr>
<td>a) Fax Machine</td>
<td>No.</td>
<td>1</td>
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<tr>
<td>b) Computer (Pentium-IV, Office Edition) with minimum 40 GB HDD along with UPS &amp; Operator (In case computer operator is not provided by the contractor, recovery of Rs. 8000/- per month shall be made form the Contractor’s bill in this regard) and latest Version of Software’s like MS Project, Windows, MS Office etc.</td>
<td>No.</td>
<td>1</td>
</tr>
<tr>
<td>c) Laser Printer or any other Printer of equivalent amount A3 size</td>
<td>No.</td>
<td>1</td>
</tr>
<tr>
<td>d) Internet Facilities</td>
<td>No.</td>
<td>1</td>
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<tr>
<td>e) Refrigerator (165 Ltrs) or any other gadget of equivalent cost as decided by EPI.</td>
<td>Nos.</td>
<td>Nil</td>
</tr>
<tr>
<td>f) Aqua Guard (Drinking water) or any other gadget of equivalent cost as decided by EPI</td>
<td>Nos.</td>
<td>1</td>
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<tr>
<td>g) Air Conditioner with cooling &amp; heating (1.5 ton)</td>
<td>Nos.</td>
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### Additional Conditions of Contract

**Engineering Projects (India) Limited**

#### Signature of Contractor

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**h) Photocopy machine (CANON NP 3050 or equivalent model) or any other gadget of equivalent cost as decided by EPI.**

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**i) Digital Camera**

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Running & maintenance of the equipments mentioned above are to be done by the contractor at his own cost.

**C) CONSUMABLES**

All consumables like Stationary, ink etc. shall be provided by PARTY till end of defect liability period. (Stationary items are inclusive of visiting cards, rubber stamps, letter pads, photocopies papers & other items of daily office use). Amount shall be restricted to Rs. 5000/- per month

**D). CONVEYANCE AND OTHER FACILITIES**

Vehicle (Brand New) Four wheel drive Scorpio DX vehicle or equivalent with Driver and accessories valuing Rs. 30,000/- each vehicle. Monthly running shall be restricted to 3,000 Kms.

**E). TELEPHONE WITH STD FACILITIES AND INSTRUMENTS**

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The vehicle shall be brand new and shall be provided with driver on full time basis. Consumables like diesel/petrol/oil lubricants and spare parts etc. shall be provided by the tenderer at their cost. The vehicles shall be maintained in good working condition. In case of breakdown, replacement of vehicle shall be provided by tenderer. In case a vehicle is not required registration, transportation etc. shall be borne by the tenderer. In case a vehicle is not required by EPI, a recovery of Rs. 30,000/- per month per vehicle shall be made from the tenderer for this purpose till the end of defect liability period.

In case Driver, POL, maintenance of any vehicle is not required by EPI for any vehicle, a recovery of Rs. 20,000.00 per month per vehicle shall be made from the tenderer for this purpose till the end of defect liability period.

The above gadgets facilities should be brand new and of reputed make and all facilities shall be provided and maintained properly (including payment of water & electricity bills etc. for office accommodation only) by the tenderer at Project site or at any other office related with execution of this project till completion of

---

**The above gadgets facilities should be brand new and of reputed make and all facilities shall be provided and maintained properly (including payment of water & electricity bills etc. for office accommodation only) by the tenderer at Project site or at any other office related with execution of this project till completion of**
wok, handing over, defect liability period in all respect at his own cost. The tenderer shall also make stand-by arrangement for water & electricity to ensure uninterrupted supply. The equipment/items shall be the property of PARTY at the end of contract. The tenderer shall be responsible for watch and ward of site office and other facilities etc. In case of theft/damage of any equipment/items, the tenderer shall immediately replace the same within a maximum period of two days.

The tenderer shall provide ‘Sign Board(s)’ as per design approved by EPI and/or Client.

In case the above facilities are not provided by the tenderer within 10 (ten) days of award of work or replacement is not provided within the specified period, EPI shall arrange the same at the risk and cost of the tenderer and make the recoveries from the bills of the tenderer for the same. The decision of EPI shall be final and binding on the tenderer in this regard.

28.0 CLAUSE NO.35.0 OF GCC STANDS MODIFIED AS UNDER:

SECURED ADVANCE AGAINST NON-PERISHABLE MATERIALS

Interest free secured advance up-to a maximum of 90% (ninety percent) of the Market Value of the materials or the cost of materials as derived from the tendered item rate of the Contractor, whichever is less, required for incorporation in the permanent works and brought to site and duly certified by EPI Site Engineer shall be paid to the Contractor for all non-perishable items as per CPWD/ MORTH (as the case may be) norms. The advance will be paid only on submission of Indemnity Bond in the prescribed pro-forma. The advance shall be recovered in full from next Running Account bill and fresh advance paid for the balance quantities of materials. The Contractor shall construct suitable godown at the site of work for safe storage of the materials against any possible damages due to sun, rain, dampness, fire, theft etc. at his own cost. He shall also employ necessary watch & ward establishment for the purpose at his costs and risks Such secured advance shall be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the Contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-Charge shall be final and binding on the Contractor in this matter. No secured advance shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

28.0 LAW GOVERNING THE CONTRACT

The following para shall be added to Clause No. 24.0 of General Conditions of Contract as under:
The laws applicable to the contract shall be the laws in force in India. The courts of competent civil jurisdiction at New Delhi shall have exclusive jurisdiction for this contract.

29.0 FORCE MAJEURE

The clause no. 75.0 at page 54 of General Conditions of Contract (GCC) shall be replaced and read as under:

Any delay in or failure of the performance of either party hereto shall not constitute default hereunder to give rise to any claims for damages, if any to the Extent such delay or failure of performance is caused by occurrences such as acts of God or the public enemy, expropriation, compliance with any order or request of Government authorities, acts of war, rebellions, sabotage fire, floods, illegal strikes, or riots (otherwise than among the contractors employees). Only extension of time shall be considered for Force Majeure conditions as accepted by EPI. No adjustment in contact price shall be allowed for reasons of force majeure.

Force Majeure shall not include:-

(i) Any event which is caused by the negligence or intentional action of the contractor.
(ii) Any event which a diligent party could reasonably have been expected to both (A) take into account at the time of conclusion of this contract and (B) avoid or overcome in carrying its application under the contract.

The Contractor when affected by an event of force majeure shall notify the EPI / ESIC of such event as soon as possible, and not later than 14 days following the occurrence of such events, providing evidence of nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon as possible.

The Contractor shall keep a record of the circumstances referred to above information, which are responsible for causing delay in the executive of the project and shall intimate, in writing, within 14 days of the happening causing delay, requesting for extension of time to the EPI / ESIC. Such extension of time shall be granted after due consideration of circumstances intimated by the Contractor. In case of any difference of opinion the decision of Engineer-in-Charge shall be final and binding. However, no adjustment in the contract price shall be allowed for reasons of force majeure conditions.
MEMORANDUM OF GCC
(ENCLOSURE TO FORM OF TENDER)

REF.: Tender for External repairing & painting of ESI Staff quarters at ESI Housing Complex, Block-GB, Salt Lake City, Kolkata

NIT No.: DLI/ENGG/ESI-REPAIR/KOL/001

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values / Description to be applicable for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Name of work</td>
<td></td>
<td>External repairing &amp; painting of ESI Staff quarters at ESI Housing Complex, Block-GB, Salt Lake City, Kolkata</td>
</tr>
<tr>
<td>ii)</td>
<td>Owner/Client / Employer</td>
<td></td>
<td>Employees’ State Insurance Corporation (ESIC)</td>
</tr>
<tr>
<td>iii)</td>
<td>Type of Tender</td>
<td></td>
<td>Percentage Rate</td>
</tr>
<tr>
<td>iv)</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs 2.30 Lakhs( Rupees Two lakh and thirty thousand only)</td>
</tr>
<tr>
<td>v)</td>
<td>Estimated Cost</td>
<td>NIT</td>
<td>Rs.1.14 Cr (Rupees One crore and Fourteen Lakhs only).</td>
</tr>
<tr>
<td>vi)</td>
<td>Time for completion of work</td>
<td>NIT</td>
<td>Total work to be completed in 04 Months (Four months).</td>
</tr>
<tr>
<td>vii)</td>
<td>Mobilization Advance</td>
<td>8.0</td>
<td>5 % (Five Percent) of Contract Value.</td>
</tr>
<tr>
<td>viii)</td>
<td>Interest Rate on Mobilization Advance</td>
<td>8.0</td>
<td>Interest free</td>
</tr>
<tr>
<td>ix)</td>
<td>Number of Installments for recovery of Mobilisation Advance</td>
<td>8.0</td>
<td>2 (Two) equal.</td>
</tr>
<tr>
<td>x)</td>
<td>Schedule of Rates applicable</td>
<td>69.0</td>
<td>Civil works : DSR 2007 &amp; PWD (WB)2007</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sanitary works : DSR 2007</td>
</tr>
<tr>
<td>xi)</td>
<td>Validity of Tender</td>
<td>4.0</td>
<td>120 (One Hundred Twenty) Days</td>
</tr>
<tr>
<td>xii)</td>
<td>Security Deposit cum Performance Guarantee</td>
<td>9.0</td>
<td>5.00% (Five percent only) of contact value within 10 days from the date of issue of telegram / letter / telex / FAX of Intent of acceptance of tender.</td>
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Signature of Contractor
### Instruction to Tenderers

**Engineering Projects (India) Limited**

**Signature of Contractor**

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<tr>
<td><strong>xiii) Retention Money</strong></td>
<td>10.0</td>
</tr>
<tr>
<td><strong>xiv) Time allowed for starting the work</strong></td>
<td>43.0</td>
</tr>
<tr>
<td><strong>xv) Defect Liability Period</strong></td>
<td>74.0</td>
</tr>
<tr>
<td><strong>xvi) Arbitration</strong></td>
<td>76.1</td>
</tr>
<tr>
<td><strong>xvii) Jurisdiction</strong></td>
<td>76.2</td>
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**SIGNATURE OF TENDERER**

**NAME (CAPITAL LETTERS):**

_________________________________________

**OCCUPATION:**

_________________________________________

**ADDRESS:**

_________________________________________

**SEAL OF TENDERER**