



**REGIONAL OFFICE : ANDHRA PRADESH
EMPLOYEES' STATE INSURANCE CORPORATION
5-9-23, HILL FORT ROAD, ADARSHNAGAR
HYDERABAD**

BIDDING DOCUMENTS

NAME OF WORK ; ANNUAL REPAIR AND MAINTENACE OF ESI STAFF
QUARTERS AT SANATH NAGAR, HYDERABAD

DATE OF RECEIPT OF TENDER ; 20.9.2011 UPTO 3.00 pm

E.M.D. RS. 33,400-00

TIME FOR COMPLETION - 7 MONTH

ISSUED TO

DY.DIRECTOR (CONSTN)

NOTICE INVITING TENDERS.

EMPLOYEES' STATE INSURANCE CORPORATION

INVITATION OF BIDS FOR WORK OF ANNUAL REPAIRS AND MAINTENANCE OF STAFF QUARTERS AT SANATHNAGAR (HYDERABAD)

Sealed Offers under Two bid system are invited from eligible contractors for providing Annual Repair and Maintenance Services listed under Scope of work in this bid document.

Details of the project for which tenders are invited are as follows:

Nature of Facility - Residential

Total Plot area of complex at Sanath nagar, Hyderabad - 20,000 (Aprox.)sq.yds.

Total Number of building with Areas - Staff qtrs.(150 Bldgs) 65000. sq.mtrs(Aprox.)
(Plinth area)

1. SCOPE OF SERVICES TO BE PROVIDED:

The Agency will be responsible for Repair and Maintenance of following:

1. Internal Electrical works
2. Water supply, Sanitary and plumbing work.
3. Storm Drainage & Sewage Disposal work.
4. Building Repair and Maintenance of civil works.
5. Landscaping and Horticulture
6. Repair and day to day maintenance of pumps.

2. BID DOCUMENT

Tender documents for invitation of bids for Annual Repair and Maintenance works can be obtained from Regional Director, ESI Corporation, 5-9-23, Hill Fort Road, Hyderabad during working hours up to 20.9.2011 on all working days between 11 A.M. and 4 P.M. on payment of non refundable cost of Tender of Rs.260/- (including VAT @ 4%) in the form of a Demand Draft /Banker's Cheque payable (at Hyderabad) to ESIC, Hyderabad.

Last date of submission of Tender is 20.9.2011 by 3.00P.M.

Tenders shall be opened in the Presence of the Tenderers who choose to be present on the same date at 3.30P.M.

TENDERER/CONTRACTOR

REGIONAL DIRECTOR

CONTD.2...

INSTRUCTIONS TO THE TENDERERS

1. Sealed offers under two bid system in the prescribed forms are invited from eligible tenderers for Annual Repair And Maintenance of ESI Staff Quarters at Sanath nagar, Hyderabad
2. The amount of earnest money deposit (EMD) shall be 33,400/-(Rupees thirty three fourhundred only)in the form of DD/Pay Order, drawn in favor of ESIC payable at Hyderabad.
3. Tender form shall be complete in all respects. Incomplete tenders or tenders without E.M.D. shall be treated as invalid.
4. Last date of submission of tender is 20.09.2011 up to 15.00 Hrs.
- 5.. Date and time of opening of tender is 20.09.2011 at 15.30 Hrs.
If the date of receipt of tenders happens to be a holiday, tenders will be received up to 15.00 Hrs. on the next working day and opened at 15.30 Hrs. on the same day.
6. Each and every page of the tender documents should bear the stamp and signature of the authorized representative, Format I, experience of contractor enclosed shall be filled without fail. The tenderer shall also enclose the latest Income Tax Clearance Certificate and proof of VAT/Works Contract Tax Registration where applicable.
7. The rates for each and every item shall be quoted in Figures and Words. In case of any discrepancy in rates, the rates written in words shall prevail.
8. The envelope containing tender document shall be sealed and bear the name of the work and the name and address of the tenderer.
9. The site for the work is available and can be seen on any working day during office hours by contacting the Executive engineer Regional Office, Hyderabad.
- 10.The competent Authority of ESIC, reserves the right to accept or reject any tender or all tenders without assigning any reason there for.
- 11.Conditional tenders are liable to be rejected.
- 12.The tender for the work shall remain open for acceptance for a period of sixty days(60) from the date of opening of tender.
- 13.These instructions shall form part of the contract document.
- 14.The EMD of unsuccessful tenderers shall be refunded within one month after the award of work to the successful tenderer. The EMD paid by the successful tenderer shall be retained by the employer as security for the due fulfillment of the Contract.
- 15.Rates quoted shall be firm and fixed and are inclusive of cost of manpower, material, (indicated in Financial bid) machinery, tools and plant etc. all taxes(including service tax) duties and levies, insurance etc. No escalation of what so ever nature shall be payable.

16.Eligibility Criteria:

- I.The tenderer should have minimum two years experience in works of similar nature
- II.The tenderers should have successfully completed the following works in the last 3 years:
 - (i) One similar work of value not less than rupees thirty lakhs.
 - (ii) Two similar works of value not less than rupees seventeen lakhs each.

TENDERER/CONTRACTOR

REGIONAL DIRECTOR

CONTD.3...

17. Submission of Bids : Proposals should be submitted in two separate envelopes namely, 'Technical Bid'(Part A) and 'Financial Bid'(Part B) . The technical and financial bids duly sealed in separate envelopes must be kept inside a single third envelope and clearly super scribed as “Annual Repair And Maintenance of ESI Staff Quarters at Sanathnagar, Hyderabad,

The envelopes should be clearly marked as 'Technical Bid (Envelope- I) and ' Financial Bid' (Envelope- II). The third envelope shall also contain the EMD.

18.Evaluation of Technical Bids: Bids received and found valid will be evaluated by the ESIC to ascertain the best-evaluated bid for the complete work under the specifications and documents. The tenderer should take care to submit all the information sought by the ESIC in prescribed formats.

- a. Firm’s relevant experience and strength – Profile of agency, registration details, experience of similar works, annual turnover, total manpower employed.
- b. Qualification/related experience.

19.Financial Bid: The financial bid of the tenderers, whose technical bid is found to be suitable, will be opened in the presence of the tenderers, who choose to attend the opening of financial bid. Minimum two- day notice will be given to tenderer for this purpose.

20.Award of Work:

- i. The selection of the agency will be at the sole discretion of the ESIC who reserves its right to accept or reject any or all the proposals without assigning any reason.
- ii. The contract for the work shall be awarded to the qualified responsive tenderer who has quoted lowest.
- iii. Upon evaluation of offers the notification on award of contract will be intimated to the successful tenderer.

21.Duly filled tender document shall be deposited by hand delivery in the office of ESIC at the following address:

**REGIONAL OFFICE, E.S.I. CORPORATION
5-9-23, HILL FORT ROAD, ADARSHNAGAR
HYDERABAD-500063**

22. Delay/Late tenders for whatever reason will summarily be rejected.

TENDERER/CONTRACTOR

REGIONAL DIRECTOR

CONTD.4....

FORMAT- IBRIEF DESCRIPTION OF THE FIRM

a)Name of the Firm:

b)Year of Registration:

c)Type of Firm(Individual/proprietary/
Limited Company or any other):

Sl.No.	Fields	Manpower with more than 10 years experience	Manpower with 5 to 10 years experience	Manpower with less than 5 years experience
1.	1. Original/Annual repair Works(Civil)			
2.	2. Laying/Repair and Maintenance of water supply, plumbing & Sewerages, Drainages.			
	3. Electrical Work			

Note:

Provide documents in support of the details provided in the above format failing which the authenticity of the information may not be accepted.

TENDERER/CONTRACTOR

REGIONAL DIRECTOR

_ CONTD.5....

FORMAT- IIEXPERIENCE OF CONRACTOR

(Experience in relevant works of completed during last three years preceding March, 2011 and on going works). Use Separate sheet for each work.

1. Project Title & Location
2. Name of the Client and Address
3. Describe area of Participation(Specific
work done)
4. Period of work done for the project
5. Total cost of work
6. Date of start of the work and the present
status.
7. Any other details.

NOTE :

Supporting documents like certificates from the client in support of each of the above projects to be furnished.

TENDERER/CONTRACTOR

REGIONAL DIRECTOR

CONTD.6....

FORMAT IIITOTAL MANPOWER DEPLOYMENT SCHEDULE

S.No.	Category	Nos.	Qualification	Experience.
1.	Supervisor	1		
2.	Plumber	1		
3.	Electrician	1		
8. 4.	Carpenter	1		
5.	Sewerman	1		
6.	Mason (on call)	1		
8.	Pump Operator	1		
9.	Mali	1		

Note: Only licenced /certified electricians/operators shall be deployed. Preferably the other skilled worker deployed shall also be licenced/certified. Licence of electricians to be enclosed. Other certificates of technical qualification also to be enclosed.

All the above staff of the Contractor shall wear uniform and badges identifying their category and name in English and Local Language.

TENDERER/CONTRACTOR

REGIONAL DIRECTOR

CONTD.7..

FINANCIAL BID(PART B)

Name of the work: Annual repairs and Maintenance of Annual Repair And Maintenance of ESI Staff Quarters at Sanath nagar, Hyderabad

ABSTRACT OF COST**A. Supply and Services of workers**

S.No.	Description of items	Unit	Qty.	Rate		Amount.
				in figures	in words	
1.	Maintaining an office in space provided by ESIC and attending to Repairs and Maintenance work with maintenance staff mentioned at S.No. 1 to 5 of Format III					
	“ Total manpower deployment Schedule “ with all required helpers tools and plant in attendance six days in the week from 9 AM to 5 PM	One Month	7 months			
2.	Maintaining an office in space provided by ESIC and attending to Repair and Maintenance work with maintenance staff mentioned at S.No.6 of Format III					
	i.e. mason 1 st Class.	One day	54 days			

1. In case of absence of any of the above mentioned workers without providing suitable replacement, an amount of Rs.300 per day shall be recovered as liquidated damages per person per day of absence.
2. The Contractor shall maintain an inventory and use common “ Miscellaneous Sundry materials(Lead, hemp etc) which are required for the work the cost of which is included in the above item.
4. The cost of maintaining the office and maintaining the required registers is included in the contract and the cost thereof is covered in the rate mentioned in the Financial Bid.

TENDERER/CONTRACTOR

REGIONAL DIRECTOR

CONTD.8....

GENERAL CONDITIONS OF CONTRACT**Definitions and Interpretation****1. Definitions**

- (a) In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.
- i) "Employer" means the ESIC and the legal successors in title to ESIC
 - ii) "Engineer" means the person appointed by ESIC to act as Engineer for the purposes of the Contract
 - iii) "Contractor" means an individual or firm (Proprietary or Partnership) whether incorporated or not, that has entered into contract (with the employer) and shall include his/its heirs, legal representatives, successors and assigns. Changes in the constitution of the firm, if any shall be immediately notified to the employer, in writing and approval obtained for continued performance of the contract.
- (b)
- i) "Contract" means these conditions, the specification, the Bill of quantities, the Tender, the Letter of acceptance, the Contract Agreement(if completed) and such further documents as may be expressly incorporated in the letter of Acceptance or Contract of Agreement. (if completed).
 - ii. "Specification" means the specification of the Works included in the Contract and any modification thereof.
 - iii. "Drawings" means all the drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations, samples, patterns, models and manuals and other technical information of a like nature submitted by the Contractor and approved by the Engineer.
 - iv' "Bill of Quantities" means the priced and completed bill of quantities forming part of the Tender.
 - v. "Tender" means the Contractor's priced offer to the Employer for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance. The word Tender is synonymous with "Bid" and the words "Tender Documents" with "Bidding Documents".
 - vi. "Letter of Acceptance" means the formal acceptance of the tender by ESIC.
 - vii) "Contract Agreement" means the contract agreement(if any) referred to in (b) (i) above.
 - viii) "Appendix to Tender" means the appendix comprised in the form of Tender annexed to these conditions.
- (c)
- i) "Commencement Date" means the date upon which the contractor receives the notice to commence the works.
 - ii. "Time for Completion" means the time period in which the work shall be completed in all Respects.
- (d) "Taking over Certificate" means a certificate issued by employer evidencing successful completion of the awarded work.
- (e)
- i) "Contract Price" means the sum stated in the Letter of Acceptance as payable to the contractor for the execution and completion of the Work and the remedying of any defects therein in accordance with the Provisions of the Contract.
 - ii) "Retention Money" means the aggregate of all monies retained by the Employer.

TENDERER/CONTRACTOR

REGIONAL DIRECTOR

CONTD.9...

- i) "Works" means the Permanent Works and the Temporary Works or either of them to be executed in accordance with the Contract.
- ii) "Site" means the place(s) provided by the Employer for " Annual Repair And Maintenance of ESI Staff Quarters at Sanath nagar, Hyderabad
- iii) "Cost" means all expenditure properly incurred or to be incurred, whether on or off the Site, including over head and other charges but does not include any allowance for profit.

ENGINEER

2. Engineer's Duties and Authority.

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

3. Custody and Supply of Drawings and Documents.

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

4. Sufficiency of Tender.

The Contractor shall be deemed to have based his Tender on the Data made available by the Employer and on his own inspection and examination of the site conditions.

5. Contractor's Employees.

The Contractor shall provide on the Site qualified and experienced technical staff in connection with the execution of the Works and the remedying of any defects therein.

6. Engineer at Liberty to Object.

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

7. Safety, Security and Protection of the Environment.

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

- i) Have full regard for the safety of all persons entitled to be upon the Site and keep the Site (So far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons, and
- ii) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works or for the safety and convenience of the public or others, and

TENDERER/CONTRACTOR

REGIONAL DIRECTOR

CONTD.10....

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

(a) Insurance of work by the Contractor for his liability

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

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

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

8. Damage to Persons and Property

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

- (a) death of or injury to any person, or
- (b) loss or damage to any property (other than the works):

Which may arise out of or in consequence of the execution of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses what so ever in respect thereof.

8. Accident or injury to Workmen

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

10. Evidence and Terms of Insurance

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

11. Compliance with Statutes, Regulations

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

- a) Any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and

TENDERER/CONTRACTOR

REGIONAL DIRECTOR

(b) The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provision.

(c) Any changes required for approval due to revision of the local laws.

12. Time for Completion.

The work shall start from the date of issue of letter of commencement and shall be completed in all respects in 6 (Six) weeks.

13. Extension of Time for Completion

The time for completion of the work may be suitably extended on the written request of the Contractor for any delays caused for reasons beyond the control of Contractor as may be assessed by the Employer.

14. Defect Identification and its rectifications.

The Contractor shall immediately attend the defects noticed at site. The Contractor shall provide and develop a system for regular defects-identification and immediate rectification.

Defect Liability period shall be 12 months from the date of completion of the work. The Contractor shall rectify at his own expenses any defect in the work carried out by him during this period. On failure of the contractor to do so, the same shall be completed by the employer at the risk and cost of the contractor.

15. Liquidated Damages for Delay

If the Contractor fails to complete the work or to rectify any defect in due course of time and if in the opinion of engineer, delay is on the part of the Contractor, the employer can impose liquidated damages on the contractor @ 1.25% of the total value of the work per week of delay subject to a maximum of 5% of the total value.

16. Contractor's Failure to carry out instructions.

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

17. Instructions for Variations

- a) Quantities given in the BOQ are estimated quantities. The quantity of any particular item may vary to any extent. Variation in quantity in particular items or overall cost, does not entitle contractor to claim any extra cost.
- b) The Contractor is bound to execute all contingent and supplemental items of work. The rates for such items shall be worked out based on current CPWD Manual.

TENDERER/CONTRACTOR

REGIONAL DIRECTOR

CONTD.12....

MEASUREMENT

18. Works to be Measured for BOQ items

The Engineer shall determine by measurement of the value of actual work done in accordance with the Contract and the Contractor shall be paid proportionately. Part rate shall be made for any part of BOQ items not fully executed. Engineer shall be at liberty to decide the break up of Lump Sum items and to decide the part rate for any particular item.

19. Method of Measurement

The works shall be measured net, notwithstanding any general or local custom, except where otherwise provided in the Contract.

20. CERTIFICATES AND PAYMENTS

The Contractor shall submit a bill in 3 copies to the Engineer within 7 days of completion of the work along with all relevant details and measurements.

In case the contractor wants payment of part bills, he shall similarly submit the same in triplicate to the Engineer along with all the above details.

21. Deduction of Income Tax.

The amount to be deducted towards the advance income tax shall be at the rate applicable.

22. Deduction of VAT and Labour Cess;

VAT and Labour Cess at applicable rates shall be deducted from the Contractor's Bills.

23. Performance Guarantee

Within two weeks of award of work, the Contractor shall submit a Performance Security of Rs. 75,000/- in shape of a Demand Draft favouring ESI Corporation payable at Hyderabad or in the shape of a Bank Guarantee for proper performance of the Contract in the format enclosed as Enclosure III. This is in addition to the EMD retained by the Employer mentioned in the "Instructions to the Tenderers" The performance guarantee shall be valid for the duration of the defect liability period plus 60 days The performance security and the EMD can be confiscated by the Employer to recover any amount which is payable by the Contractor to the Employer on any account for a cause arising out of the contract.

24. Correction of Certificates

The Engineer may by any interim Payment certificate make any correction or modification in any previous interim payment certificate which has been issued by him, and shall have authority to omit or reduce the value of such work in any interim payment certificate.

25. Final Certificate

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

- a) The amount which, in the opinion of the Engineer, is finally due under the contract, and
- b) After giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled under the Contract.

TENDERER/CONTRACTOR

REGIONAL DIRECTOR

CONTD.13....

26.Default of Contractor

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

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

27.Amicable Settlement of Dispute.

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

28. Arbitration

Any dispute and differences relating to the meaning of the Specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or of materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof in respect of which:-

Amicable settlement has not been reached.
shall be referred to the Sole Arbitration of the Chief Engineer, ESIC who shall proceed as per the Arbitration Act, 1996.

28.1. The work under the Contract shall continue, during the Arbitration proceedings.

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

TENDERER/CONTRACTOR

REGIONAL DIRECTOR

...

Particular Conditions of Contract

1. CPWD specifications shall be followed. Where not available, BIS/Engineering practice as directed by the Engineer shall be followed.
2. Formats of Performance Guarantee and Contract Agreement are at Enclosure I & II respectively.
3. As the work will have to be carried out in building and area in use, the contractor shall ensure:-
 - a) That the normal functioning of ESIC activity is not affected as far as possible.
 - b) That the work is carried out in an orderly manner without noise and obstruction to flow of traffic.
 - c) That all rubbish etc is disposed off at the earliest and the place is left clean and orderly at the end of each day's work.
4. The Contractor shall ensure that his staff (workmen, supervisors etc.,) are qualified and licenced for their part of work. He shall be responsible for their conduct. The staff should behave in a courteous manner. The Contractor shall be held responsible for any loss or damage to ESIC property.
5. The Contractor shall ensure safety of his workers and others at site of work and shall be responsible for any consequence arising out of execution of the Work.
6. When instructed to do so, the contractor shall ensure proper record keeping and storing of irreparable/dismantled material.
7. Water and electricity shall be made available free of cost at nearby source of work. The contractor has to make his own arrangement for use of the same including drawing temporary lines etc. The responsibility for following relevant rules, regulations and laws in this regard shall be entirely that of the contractor.

TENDERER/CONTRACTOR

REGIONAL DIRECTOR

COMPLAINT REGISTRATION FORM

Date
Time
Nature of Complaint

Complainant

Signature

Complaint attended

Date

Time

From

To

Certified that the complaint has been satisfactorily attended.

Contractor

Complainant

Date

To be submitted along with running bills.

TENDERER/CONTRACTOR

REGIONAL DIRECTOR

CONTD.16...

					Enclosure II	
MAINTENANCE COMPLAINT REGISTER						
S.NO.	Date & Time	Complainant	Nature of complaint	Complaint attended Date & Time	Remarks	Signature of Contractor

TENDERER/CONTRACTOR

REGIONAL DIRECTOR

FORM OF PERFORMANCE SECURITY/ BANK GUARANTEE BOND

In consideration of the ESIC having agreed under the terms and conditions of the Agreement No. _____ dated _____ made between ESIC and Second Party (herein called the said construction Agency _____) for the annual repair and maintenance of ESI staff quarters sanath nagar at hyderabad (hereinafter called the said agreement) to production of irrevocable bank guarantee for Rs. 75000 (Rupees seventy five thousand only) as a security/guarantee from the Construction Agency for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We _____ (hereinafter referred to as “ the Bank” hereby)
(indicate the name of the bank)

Undertake to pay to the ESIC an amount not exceeding Rs.75000 (Rupees seventy five thousand only) on demand by the ESIC.

3. We _____ do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the ESIC stating that the amount claimed is required to meet the recoveries due or likely to be due from the Second Party. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. 75000 (Rupees seventy five thousand only).

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

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

5. We _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the ESIC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or Engineer-in-Charge on behalf of the ESIC certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Second Party and accordingly discharges this guarantee.

6. We _____ (indicate the name of Bank) further agree with the ESIC that, the ESIC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the ESIC against the said Second Party and to bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the ESIC or any indulgence by the ESIC to the said contractors or by any such matter or thing what so ever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

TENDERER/CONTRACTOR

REGIONAL DIRECTOR

CONTD.18...

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

7. We _____lastly undertake not to revoke this guarantee except with the previous consent of the ESIC in writing.

9. This guarantee shall be valid upto _ 31.6.2012 unless extended on demand by ESIC. Not withstanding any thing mentioned above, our liability against this guarantee is restricted to and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Dated the _____Day of _____For
_____ (indicate the name of bank)

TENDERER/CONTRACTOR

REGIONAL DIRECTOR

CONTRACT AGREEMENT

This CONTRACT (hereinafter called the “Contract”) is made theday of the month of2011 between Employees’ State Insurance Corporation, 5-9-23 Hill fort Road, Adarsh nagar Hyderabad - 500063 on the one hand (hereinafter called the Employer) and on the other hand _____(hereinafter called the Contractor)

Whereas

- a. The Employer has accepted the offer of the Contractor to provide certain services for **Annual Repair And Maintenance of ESI Staff Quarters at Sanathnagar, Hyderabad.**
- b. The Contractor, having represented to the Employer that they have the required professional skills, personnel and technical resources, have agreed to execute the works on the terms and conditions set forth in this Contract Agreement.

TENDERER/CONTRACTOR

REGIONAL DIRECTOR

Now therefore the parties hereto hereby agree as follows:

1.0 the following documents attached hereto shall be deemed to form an integral part of This contract:

1.	Notice Inviting Tender & Instructions to Tenderers
2.	General Conditions of Contract
3.	Particular conditions of Contract alongwith Enclosure I, II

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

- a. The contractor shall execute the work in accordance with the provisions of the contract; and
- b. The Employer shall make payments to the contractor in accordance with the provisions of the contract.

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

FOR AND ON BEHALF OF
EMPLOYER

(U.H. RAO)
REGIONAL DIRECTOR
Employees' State Insurance Corporation,
5-9-23 Hill fort Road,
Adarsh Nagar
Hyderabad - 500063

FOR AND ON BEHALF OF
[CONTRACTOR]

.....
