

Regional Office  
**Employees' State Insurance Corporation**  
Panchdeep Bhawan, Sector 19-A, Chandigarh. 160019

**Notice Inviting Tender**

**RE-INVITATION OF BIDS FOR SPECIAL REPAIR WORK OF REGIONAL OFFICE,  
SECTOR 19-A & ESI COLONY, SECTOR 30A, CHANDIGARH.**

Due to poor response to the advertisement issued in this regard in Dainik Bhaskar on 16.07.2009, sealed item rate / percentage rate tenders are re-invited from Govt. approved / eligible contractors for following Special Repair works.

| S.No | Name of the Project  | Estimated Amount     | Earnest Money      | Time Period  |
|------|--|----------------------|--------------------|--------------|
| 1.   | Providing & fixing of PVC door shutters in bath rooms and W.C.'s of Staff Quarters in ESI Colony, Sector 30-A, Chandigarh in type I, II & III.   | Rs.1,26,018/-        | Rs.3000/-          | Two Months   |
| 2.   | Addition & alterations of toilets in type III Staff Quarters (295-300), Supply & filling of earth in plot no.383 & 384 and Providing drainage of rain water of Staff Quarter No.361 – 364. | Rs.68,303/-          | Rs.1500/-          | One Month    |
| 3.   | Providing M.S. Grill on boundary wall in Regional Office, Sector 19-A, Chandigarh including repair of damaged boundary wall.   | Rs.1,56,327/-        | Rs.3500/-          | Two Months   |
| 4.   | Providing & fixing for M.S. glazing and M.S. Grill (left out portions/gates) in Staff Quarters type I first floor in Sector 30-A, Chandigarh.  | Rs.2,17,000/-        | Rs.4500/-          | Three Months |
|      | <b>TOTAL</b>   | <b>Rs.5,67,648/-</b> | <b>Rs.12,500/-</b> |              |

Tenderers who have already submitted the tender in response to earlier advertisement dated 16.07.2009 need not submit the tender again.

Tender documents for reinvitation of bids for Special Repair works as above can be obtained from the office of Regional Director, Sector 19-A, Chandigarh during working hours on all working days between 11.00 AM to 4.00 PM on payment of a non refundable cost of tender of Rs. 250/- in the form of a Demand Draft/ Bankers Cheque in favour of ESI Fund A/C No – I payable at Chandigarh.

The last date of submission of tender is **25.08.09** by **3.00 PM**.

The tender shall be opened in the presence of the tenderers who choose to be present on the same date at **3.30 PM**.

**REGIONAL DIRECTOR**

## CONTRACT AGREEMENT

This CONTRACT hereinafter called the Contract is made the ----- day of -----, 2009 between, on the one hand Regional Director, Employees' State Insurance Corporation(ESIC), Sector 19-A, Chandigarh (hereinafter called the 'Client') and on the other hand ----- (hereinafter called the 'Contractor')

### WHEREAS

The client has requested the Contractor to provide certain services and execute certain works as defined in this Contract pertaining to the

The Contractor having represented to the Client that it has the required professional skills, personnel, technical, material and equipment resources has agreed to provide the services and execute the works on the terms and conditions set forth in this Turnkey Contract.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this agreement:-
  - (a) The Contract Agreement
  - (b) Particular Conditions
  - (c) General Conditions
  - (d) Approved BOQs
  - (e) Drawings
  - (f) Programme for completion of work
  - (g) Other documents exchanged between the parties forming part of the Contract
2. The mutual rights and obligations of the client and the Contractor shall be as set forth in the Contract, in particular:-
  - (a) In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to design, execute and complete the works and remedy any defects therein, in conformity with provisions of the Contract.
  - (b) The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein, the Contract price at the times and in the manner prescribed in 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 Employees' State  
Insurance Corporation (ESIC)**

**For an on behalf  
of**

**Authorized Representative**

**Authorized Representative**

## General Conditions of Contract

### A. General

1. **Definitions** 1.1 Boldface type is used to identify defined terms.
- (a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
  - (b) **The Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
  - (c) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
  - (d) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 52.1.
  - (e) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
  - (f) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
  - (g) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
  - (h) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
  - (i) **Days** are calendar days; months are calendar months.
  - (j) **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
  - (k) A **Defect** is any part of the Works not completed in accordance with the Contract.
  - (l) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.

- (m) The **Defects Liability Period** is the period **named in the PCC** pursuant to Sub-Clause 33.1 and calculated from the Completion Date.
- (n) **Adjudicator** means the single person appointed under Clause 23.
- (o) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (p) The **Employer** is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (q) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (r) **"In writing"** or **"written"** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (s) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- (t) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time order.
- (u) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (v) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (w) The **Project Manager** is the person **named in the PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (x) **PCC** means Particular Conditions of Contract.
- (y) The **Site** is the area **defined as such in the PCC**.
- (z) **Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (aa) **Specification** means the Specification of the Works included in

the Contract and any modification or addition made or approved by the Project Manager.

- (bb) The **Start Date** is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (cc) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (dd) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (ee) A **Variation** is an instruction given by the Project Manager which varies the Works.
- (ff) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, **as defined in the PCC**.

## 2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
  - (a) Agreement,
  - (b) Letter of Acceptance,
  - (c) Contractor's Bid,
  - (d) Particular Conditions of Contract,
  - (e) General Conditions of Contract,
  - (f) Specifications,
  - (g) Drawings,
  - (h) Bill of Quantities, and

- (i) Any other document **listed in the PCC** as forming part of the Contract.
3. **Language and Law** 3.1 The language of the Contract is English and the governing law is law of Union of India.
  4. **Project Manager's Decisions** 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
  5. **Delegation** 5.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
  6. **Communications** 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
  7. **Subcontracting** 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
  8. **Other Contractors** 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.
  9. **Personnel and Equipment** 9.1 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract. The replacement shall be with a person with substantially equal or better qualifications.
  10. **Employer's and Contractor's Risks** 10.1 The Contractor carries the risks which this Contract states are Contractor's risks.
  11. **Employer's Risks** Deleted.
  12. **Contractor's Risks** 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) are Contractor's risks.
  13. **Insurance** 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

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|-----|--|---|
| 14. | <b>Site Data</b>   | 14.1 The Contractor shall be deemed to have examined any Site Data <b>referred to in the PCC</b> , supplemented by any information available to the Contractor.   |
| 15. | <b>Contractor to Construct the Works</b>                         | 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.   |
| 16. | <b>The Works to Be Completed by the Intended Completion Date</b> | 16.1 The Contractor may commence execution of the Works on Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.   |
| 17. | <b>Approval by the Project Manager</b>                           | <p>17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.</p> <p>17.2 The Contractor shall be responsible for design of Temporary Works.</p> <p>17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.</p> |

- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
18. **Safety** 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
19. **Discoveries** 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
20. **Possession of the Site** 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the PCC**, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Event for grant of extension of the intended completion date.
21. **Access to the Site** 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
22. **Instructions, Inspections and Audits** 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall permit the persons appointed by the Employer to inspect the Site and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the employer, if required.
23. **Appointment of the Adjudicator** 23.1 The Adjudicator shall be appointed by the Employer.
- 23.2 Should the Adjudicator resign or die, or should the Employer decides that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be appointed by the Employer.
24. **Procedure for Disputes** 24.1 If the Contractor believes that a decision taken by the Project Manager was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the day at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted as specified **in the PCC**.

### **B. Time Control**

#### 25. **Program**

- 25.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 25.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations.

#### 26. **Extension of the Intended Completion Date**

- 26.1 The Project Manager shall extend the Intended Completion Date if a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Variation and submitting full supporting information.

If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. **Acceleration** DELETED
28. **Delays Ordered by the Project Manager** 28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
29. **Management Meetings** 29.1 The Project Manager may require the Contractor to attend management meetings. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
30. **Early Warning** 30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor within 14 days.
- 30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

### C. Quality Control

31. **Identifying Defects** 31.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
32. **Tests** 32.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for

- the test and any samples. If there is no Defect, the test shall be paid by the Employer.
33. **Correction of Defects**
- 33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
34. **Uncorrected Defects**
- 34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manger shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

#### **D. Cost Control**

35. **Contract Price**
- 35.1 The Bill of Quantities contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
36. **Changes in the Contract Price**
- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
- (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
- (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
37. **Variations**
- 37.1 All Variations shall be included in updated Programs
- 37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manger and before the Variation is ordered.

- 37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the variation shall be dealt with as soon as practicable.
- 37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 37.6 If the work in the Variation corresponds reasonably closely to an item description in the Bill of Quantities, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
38. **Cash Flow Forecasts** 38.1 When the Program, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.
39. **Payment Certificates** 39.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 39.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 39.3 The value of work executed shall be determined by the Project Manager.
- 39.4 The value of work executed shall comprise:
- (a) The value of the quantities of work in the Bill of Quantities that have been completed;
- 39.5 The value of work executed shall include the valuation of Variations.
- 39.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
40. **Payments** 40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate.

- 40.2 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
41. **Compensation Events** DELETED
42. **Tax** 42.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.
43. **Currencies** 43.1 The prices are inclusive of all taxes and duties.
44. **Price Adjustment** DELETED
45. **Retention** 45.1 The Employer shall retain from each payment due to the Contractor the proportion **stated in the PCC** until Completion of the whole of the Works.
- 45.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 51.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.
46. **Liquidated Damages** 46.1 The Contractor shall pay liquidated damages to the Employer at the rate per week **stated in the PCC** for each week that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the PCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
47. **Bonus** 47.1 The Contractor shall be paid a Bonus calculated at the rate per calendar month **stated in the PCC** for each month that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete. No bonus shall be paid, if the time for completion is extended for any reason.
48. **Advance Payment** 48.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the PCC** by the date **stated in the PCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts equal to the advance payment. The Guarantee shall

remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall be charged on the advance payment @ 12% simple interest per annum.

- 48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
49. **Securities** 49.1 The Performance Security shall be provided to the Employer no later than fourteen days from the date of Letter of Acceptance and shall be issued in an amount **specified in the PCC**, by a nationalized or scheduled bank acceptable to the Employer. The Performance Security shall be valid until a date one year from the date of issue of the Certificate of Completion.
50. **Dayworks** 50.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 50.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 50.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.
51. **Cost of Repairs** 51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

#### **E. Finishing the Contract**

52. **Completion** 52.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager

shall do so upon deciding that the whole of the Works is Completed.

53. **Taking Over** 53.1 The Employer shall take over the Site and the Works within fifteen days of the Project Manager's issuing a certificate of Completion.
54. **Final Account** 54.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
55. **Operating and Maintenance Manuals** 55.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.
- 55.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.
56. **Termination** 56.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 56.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
  - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
  - (c) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
  - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate.

(e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a period of time determined by the Project Manager.

(f) the Contractor does not maintain a Security, which is required;

(g) the Contractor has delayed the completion of the Works by the number of weeks for which the maximum amount of liquidated damages can be paid, as **defined in the PCC**; or

(h) if the Contractor, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC Clause 57.1.

56.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

56.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

56.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57. **Fraud and Corruption**

57.1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 56 shall apply as if such expulsion had been made under Sub-Clause 56.5 (Termination by Employer).

58. **Payment upon Termination**

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **indicated in the PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

58.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of

Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

59. **Property** 59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
60. **Release from Performance** 60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

## Section VIII. Particular Conditions of Contract

| <b>A. General</b>      |  |
|------------------------|--|
| GC<br>C<br>1.1<br>(s)  | The Employer is Employees' State Insurance Corporation, Panchdeep Bhawan, Sector 19-A, Chandigarh.   |
| GC<br>C<br>1.1<br>(v)  | The Intended Completion Date for the whole of the Works shall be<br>-----  |
| GC<br>C<br>1.1<br>(y)  | The Project Manager is -----   |
| GC<br>C<br>1.1<br>(aa) | The Site is located at ----- and is defined in drawings No. -----<br>-----   |
| GC<br>C<br>1.1<br>(dd) | The Start Date shall be -----  |
| GC<br>C<br>1.1<br>(hh) | The Works consist of -----<br>-----  |
| GC<br>C<br>2.3<br>(i)  | The following documents also form part of the Contract -----   |
| GC<br>C<br>3.1         | The language of the contract is English.   |
| GC<br>C<br>13.1        | The minimum insurance amounts and deductibles shall be: <ul style="list-style-type: none"> <li>(a) for loss or damage to the Works, Plant and Materials (Rupees -----<br/>-----)</li> <li>(b) for loss or damage to Equipment: (Rupees -----)</li> <li>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract (Rupees -----)</li> <li>(d) for personal injury or death:<br/>of the Contractor's employees: (Rupees -----)</li> </ul> |

|   |  |
|---|--|
|   | of other people: (Rupees -----)  |
| GC<br>C<br>14.1                         | Site Data are as follows -   |
| GC<br>C<br>20.1                         | The Site Possession Date shall be: -----   |
| GC<br>C<br>23.1<br>&<br>GC<br>C<br>23.2 | Appointing Authority for the Adjudicator: The Regional Director, ESIC  |
| GC<br>C<br>24.3                         | Daily rate to be paid to the Adjudicator: (Rupees -----)   |
| GC<br>C<br>24.4                         | The place of arbitration shall be Chandigarh. The sole Arbitrator shall be approved by the Regional Director, ESIC.  |
| <b>B. Time Control</b>                  |  |
| GC<br>C<br>25.1                         | The Contractor shall submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance.   |
| GC<br>C<br>25.3                         | The period between Program updates is 60 days.<br>The amount to be withheld for late submission of an updated Program is Rs.20,000/-                                       |
| <b>C. Quality Control</b>               |  |
| GC<br>C<br>33.1                         | The Defects Liability Period is: 12 months.  |
| <b>D. Cost Control</b>                  |  |
| GC<br>C<br>45.1                         | The proportion of payments retained is 5%  |
| GC<br>C<br>46.1                         | The liquidated damages for the whole of the Works are 1% per week. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price. |
| GC<br>C<br>47.1                         | The Bonus for the whole of the Works is ½% per month. The maximum amount of Bonus for the whole of the Works is 3% of the final Contract Price.                            |

|                                  |  |
|----------------------------------|--|
| GC<br>C<br>48.1                  | The Advance Payments shall be 5% of the Contract Price and shall be paid to the Contractor no later than 25 days after submission of an acceptable bank guarantee.   |
| GC<br>C<br>49.1                  | The Performance Security amount is<br><br>(a) Bank Guarantee: 5% of the Contract Price.  |
| <b>E. Finishing the Contract</b> |  |
| GC<br>C<br>55.1                  | The date by which operating and maintenance manuals are required is -----<br>-----<br><br>The date by which “as built” drawings are required is -----<br>-----       |
| GC<br>C<br>55.2                  | The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is<br><br>Rs.50,000/- |
| GC<br>C<br>56.2<br>(g)           | The maximum number of weeks is: 10   |

**BILL OF QUANTITIES**

**1. Providing and fixing P.V.C. door shutters in bath room & W.C.'s of Staff Quarters in ESIC Colony, Sector 30-A, Chandigarh in type I, II & III.**

| Sr. No. | D.S.R. No. | Item  | Quantity   | Rate | Amount |
|---------|------------|---|------------|------|--------|
| 1.      | 15.13.1    | Taking out doors, windows, clearstorey windows shutters including stacking with in 50 mts. lead as per DSR.                         | 46 Nos     |      |        |
| 2.      | 9.120.1    | Providing & fixing to existing door frames 30 mm thick factory made panel P.V.C. door shutters complete in all respects as per DSR. | 51.271 Sqm |      |        |
| 3.      | 9.97.3     | Providing and fixing 200×10 mm tower bolts of Aluminium I.S.I. marked.  | 46 Nos     |      |        |
| 4.      | 9.100.1    | Providing and fixing 125 mm Aluminium handles with necc. screws etc.  | 92 Nos     |      |        |
| 5.      | 9.96.2     | Providing and fixing 250×16 mm Aluminium sliding door bolt I.S.I. marked with nuts and screws etc.                                  | 46 Nos     |      |        |
| 6.      | 9.97.4     | Providing and fixing 150×10 mm Aluminium tower bolts complete.  | 46 Nos     |      |        |

**2. PART –A - Addition and Alterations of toilets in type III Staff Quarter No.295-300 in ESIC Colony, Sector 30-A, Chandigarh.**

| Sr. | D.S.R. | Item | Quantity | Rate | Amount |
|-----|--------|------|----------|------|--------|
|-----|--------|------|----------|------|--------|

| No. | No.    |   |           |  |  |
|-----|--------|---|-----------|--|--|
| 1.  | 15.52  | Dismantelling flushing cistern of any size.   | 6 Nos     |  |  |
| 2.  | 15.56  | Dismantelling skirting.   | 34.02 Sqm |  |  |
| 3.  | -      | Dismantelling existing fittings like wash basins, water taps, water and sewer lines, w/c seat etc.                      | 6 Nos     |  |  |
| 4.  | 11.37  | Providing and fixing ceramic glazed tiles 300×300 mm for floor.   | 5.40 Sqm  |  |  |
| 5.  | 11.36  | Providing and fixing ceramic glazed tiles for skirting.   | 34.02 Sqm |  |  |
| 6.  | 17.7.7 | Providing and fixing white vitreous china flat back wash basin size 450×300 mm with single 15 mm C.P. brass pillar tap. | 6 Nos     |  |  |
| 7.  | 17.1.1 | Providing and fixing w.c. white vitreous china orissa pattern 580×440 mm seat.  | 6 Nos     |  |  |
| 8.  | 2.27   | Jamuna sand filling under floors.   | 0.32 Cum  |  |  |
| 9.  | 4.1.8  | C.C. 1:4:8 graded stone aggregate 40 mm nominal size.   | 0.58 Cum  |  |  |
| 10. | 4.2.3  | C.C. 1:2:4 graded stone aggregate 20 mm nominal size.   | 0.23 Cum  |  |  |
| 11. | 7117   | Supply of waste pipe P.V.C.   | 6 Nos     |  |  |
| 12. | 7864   | Supply of Nipple ½ “size.   | 12 Nos    |  |  |
| 13. | 1545   | Supply of ½ “ G.I. pipe.  | 18.28 Mts |  |  |
| 14. | 0367   | Supply of cement bags for plumber only for lifting the base of fixers to level of floor.                                | 6 Bags    |  |  |
| 15. | --     | Supply of 4 “ PVC pipe.   | 24 Rft    |  |  |
| 16. | --     | Supply of C.P. Jali.  | 6 Nos     |  |  |
| 17. | --     | Supply of ½ “ sockets.  | 18 Nos    |  |  |
| 18. | --     | Supply of elbows.   | 30 Nos    |  |  |

**PART –B - Supplying and filling of earth in Plot No.383 & 384 of ESIC Colony at Sector, 30-A, Chandigarh.**

| Sr. No. | D.S.R. No. | Item   | Quantity    | Rate | Amount |
|---------|------------|--|-------------|------|--------|
| 1.      | 1.1.2      | Carriage of earth by mechanical transport including loading unloading and stacking with 5 km lead. | 66.7935 Cum |      |        |

|    |        |  |                 |  |  |
|----|--------|--|-----------------|--|--|
| 2. | 1.2.2  | Carriage of earth by manual labour for lead less than 0.5 km upto Ist 50 m | 66.7935<br>Cum  |  |  |
| 3. | 2.28.1 | Surface dressing of the ground of all kinds of soil.                       | 292.3495<br>Sqm |  |  |
| 4. | 2.5    | Add for watering of the earth.   | 66.7935<br>Cum  |  |  |

**PART -C - Providing drainage of rain water of type IV Staff Quarter No.361 to 364 of ESIC Colony, Sector 30-A, Chandigarh.**

| Sr. No. | D.S.R. No. | Item  | Quantity     | Rate | Amount |
|---------|------------|---|--------------|------|--------|
| 1.      | 19.6.3     | Providing and laying non-pressure NP-2 class light duty Rcc pipe with collers jointed with Stiff nature of cement mortar in the proporation of 1:2. | 15.24<br>Rmt |      |        |

**3. Providing M.S. Grill on boundary wall in Regional Office, Sector 19-A, Chandigarh including repair of damaged boundary wall.**

| Sr. No. | D.S.R. No. | Item  | Quantity      | Rate | Amount |
|---------|------------|---|---------------|------|--------|
| 1.      | 15.7.4     | Dismantelling of brick work including stacking of serviceable bricks and disposal of unserviceable material in cement mortar as per DSR 15.7.4. | 2.85 Cum      |      |        |
| 2.      | 15.8.3     | Removing cement mortar from bricks and cleaning bricks including stacking with in lead of 50 mts.   | 1049 Nos      |      |        |
| 3.      | 6.1.2      | Brick work 1:6 with F.P.S. bricks of class designation 75 in F&P.   | 4.92 Cum      |      |        |
| 4.      | 4.2.3      | Providing and laying cement conc. 1:2:4 in walls complete in all respects as per DSR.   | 0.71 Cum      |      |        |
| 5.      | 13.1.2     | 12 mm cement plaster 1:6 as per DSR.  | 21.58<br>Sqmt |      |        |
| 6.      | 13.5.2     | 15 mm cement plaster 1:6 as per DSR.  | 21.58<br>Sqmt |      |        |
| 7.      | 13.8.2     | 15 mm cement plaster 1:4 with neat coat on top as per DSR.  | 17.53<br>Sqmt |      |        |
| 8.      | 10.25.2    | Steel work welded in build up section frame work including cutting, hoisting, fixing in position and applying priming coat complete as per DSR. | 2481.89<br>Kg |      |        |
| 9.      | 14.64.1    | Finishing walls with water proofing cement paint with required shade (one or more coats).   | 226.34<br>Sqm |      |        |
| 10.     | 13.61.1    | Painting with synthetic enamel paint of approved brand on new work (two or  | 72.541<br>Sqm |      |        |

|  |  |              |  |  |  |
|--|--|--------------|--|--|--|
|  |  | more coats). |  |  |  |
|--|--|--------------|--|--|--|

**4. PART –A - Providing and fixing M.S. Glazed window in type I Staff Quarters first floor of ESIC Colony, Sector 30-A, Chandigarh.**

| Sr. No. | D.S.R. No. | Item   | Quantity  | Rate | Amount |
|---------|------------|--|-----------|------|--------|
| 1.      | 10.25.2    | Providing and fixing steel work in built up section/framed work including cutting hoisting fixing in position and applying priming coat. | 864.6 Kg  |      |        |
| 2.      | 0595       | Providing and fixing 4 “ hinges.   | 120 Nos   |      |        |
| 3.      | 0667       | Providing and fixing 100×10 mm tower bolt.   | 80 Nos    |      |        |
| 4.      | 0668       | Providing and fixing 125 mm steel handles  | 40 Nos    |      |        |
| 5.      | N.S.       | Providing and fixing M.S. Pivets   | 80 Nos    |      |        |
| 6.      | N.S.       | Providing and fixing Acrylic sheet 3 m thick.  | 752.8 Sqm |      |        |
| 7.      | 13.61.1    | Painting 2 coats with syn enamel paints on new work two or more coats.   | 74.44 Sqm |      |        |
| 8.      | N.S.       | Providing and fixing M.S. Hold fasts.  | 80 Nos    |      |        |

**PART –B - Providing and fixing M.S. Grills of standard rolled steel section on existing gates of residences of ESIC Colony, Sector 30-A, Chandigarh.**

| Sr. No. | D.S.R. No. | Item   | Quantity   | Rate | Amount |
|---------|------------|--|------------|------|--------|
| 1.      | 10.25.2    | Steel work welded in built up sections/framed work including cutting, hoisting fixing in position etc complete in frames, railing etc. | 1653.84 Kg |      |        |
| 2.      | 13.61.1    | Painting with synthetic enamel paint of approved brand and manufacture to give an even shade. Two or more coats on new work.           | 91.88 Sqm  |      |        |
| 3.      | 6.1.1      | Brick work with F.P.S. bricks in cement mortar 1:4.  | 0.84 Cum   |      |        |
| 4.      | 13.2.1     | 15 mm cement plaster 1:4 on three sides of pillar.   | 7.81 Sqm   |      |        |
| 5.      | 13.44.1    | Finishing walls with water proofing cement paint on new work two or more coats.  | 10.00 Sqm  |      |        |

### **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 (hereinafter called the said Construction Agency ----- for the work ----- hereinafter called the said agreement) to production of irrevocable bank guarantee for Rs. (Rupees ----- 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 as to “the Bank” hereby)  
(indicate the name of the bank)

Undertake to pay to the ESIC an amount not exceeding Rs. ----- (Rupees ----- only) on demand by the ESIC.

2. 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. ----- (Rupees ----- only).

3. 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.

4. We ----- further agree that the guarantee herein contained shall remain in full force and effect during the period that would taken for the performance of

the said agreement and that is shall continue to 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.

5. We ----- (indicate the name of Bank) further agree with the ESIC that. The ESIC shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the 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 whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

8. This guarantee shall be valid upto ----- . Unless extended on demand by ESIC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. ----- (Rupees ----- only) and unless a claim in writing is lodged with us within six months of the date of expiry of 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)