

ANNUAL MAINTENANCE CONTRACT – STANDARD DOCUMENTS (ESIC)

ANNEXURE 'A'

Notice Inviting Tender

Employees' State Insurance Corporation

INVITATION OF BIDS FOR REPAIR AND MAINTENANCE WORK OF ESIC COLONY,
SECTOR-56, NOIDA AND ESIC HQRS. OFFICE, C.I.G. ROAD, NEW DELHI.

Sealed Offers under two envelope 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 – i. ESIC Colony, Sector-56, Noida.

ii. ESIC, Hqrs. Office at CIG Road, New Delhi – 2.

Total plot area of complex - Sector-56, Noida 9.00 acre (Approx.)

Total number of building with areas -16,500 Sqm.

1. **Scope of Services to be provided:-**

The agency will be responsible for Repair and Maintenance of following at ESIC Colony, Sec- 56, Noida and Hqrs. Office at C.I.G. Road, Delhi – 110 002.

- Internal and External Electrical works.
- Water supply, Sanitary and Plumbing work.
- Storm Drainage & Sewage Disposal work.
- Building Repair and Maintenance of civil works.
- Repair and Maintenance of internal roads.
- Landscaping and horticulture.
- Maintenance and watering of plants, flowers and hedges.
- Maintenance and filling of CO₂, dry gas in Fire Extinguishers.
- Repair and day to day maintenance of Generators, pumps tubewells, electrical sub-station, etc. consisting of
 - i. Water supply pumps – 4 Nos.- 25 H.P.
+ 3 x15 H.P.
 - ii. D.G. Sets- 1 Nos.- 65 KVA
 - iii. Tubewell (Summersible) – 2 Nos.- 3 H.P.

- iv. Waternump wells – 2 Nos. -(1lac litre + 50,000 litre)
- v. Overhead Tank – 1 No. – (1 lac litre)- cleaning of the same with Acid wash and ultraviolet rays, etc, twice a year.
- vi. Sub-stations – transformers – 2 Nos. (630 KV each) including equipments i.e. L.T. factor panel, PPN switch breaker, Cuppler switch, Capster panel.

2. Bid document

Tender documents for invitation of bids for Annual Repair and Maintenance works can be obtained from JD (PMD), Room No.112, ESI Corporation, Hqrs. Office, C.I.G. Marg, New Delhi – 110 002.during working hours from 30.03.2009 To 20.04.2009 on all working days between 11 A.M. to 4 P.M. on payment of a non refundable cost of Tender of **Rs.250.00** in the form of a Demand Draft/Banker's in favour of ESIC Fund Account No. 1, payable at New Delhi.

The last date of submission of Tender is 21.04.2009by 3.00 P.M.

The Tender shall be opened in the presence of the Tenders who choose to be present on the same date at 3.30 P.M.

The tenders can also be downloaded from our website **www.esic.nic.in** and the cost of tender document can be deposited through a separate demand draft while submitting the tender.

**JOINT DIRECTOR (PMD)
ESIC, HQRS. OFFICE**

INSTRUCTIONS TO THE TENDERERS

1. Sealed offers under two bids system in the prescribed forms are invited from eligible tenderers for providing Annual Repair and Maintenance services listed under scope of services in this bid document.
2. The amount of earnest money deposit (EMD) shall be Rs.54,000.00 (Rupees Fifty four thousand only) in the form of DD/Pay Order, drawn in favour of ESIC payable at New Delhi.
3. Tender form shall be complete in all respect. Incomplete tenders or tenders without E.M.D shall be treated as invalid.
4. Last date of submission of tender is 20.04.2009 upto 15.00 Hrs
5. Date and time of opening of tender is 21.04.2009 at 15.30 Hrs.
6. Each and every page of the tender documents should bear the stamp and signature of the authorized representative. Format I & II enclosed shall be filled without exception. 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 Figure 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 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 JD (PMD).
10. The Competent Authority of ESIC, reserves the right to accept or reject any tender or all tenders without assigning any reason.
11. Conditional tender 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 a 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.
15. Rates quoted shall be firm and fixed and are inclusive of cost of manpower, material, machinery, tools and plant etc., all taxes (including service tax), duties and levies, insurance etc. no escalation of whatsoever nature shall be payable.

16. Eligibility criteria:

- I. The tenderer should have minimum three years experience as on 31.03.2008 in works of similar nature & must be registered under ESIC, EPFO having valid Code No.
 - II. The tenderers should have successfully completed the following work in the last 7 years :
 - (i) One similar work of value not less than rupees 21,60,000.00
 - (ii) Two similar work of value not less than rupees 13,50,000.00.
 - (iii) Three similar works of value not less than 10,80,000.00.
 - III. The tenderer should have minimum inhouse manpower to cover requirements of Formats III(A) and (B).

The successful tenderer would be required to establish its office within the site of the work in the space provided by the ESIC.
 - IV. Average Annual financial turnover during the last 3 financial years should be at least 30% of the value of work to be executed (copies of balance sheets signed by the tenderer to be submitted).
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 superscribed as "Annual Repair and Maintenance Work of i) ESIC Colony, Sec-56, Noida, ii) ESIC Hqrs. Office, C.I.G. Road, New Delhi – 110 002. The envelope should be clearly marked as 'Technical Bid' (Envelope-I) and 'Financial Bid' (Envelope-II). This 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/services 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 Annual Repairs and Maintenance 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 documents shall be deposited by hand delivery/dispatch by post in the office of ESIC at the following address:

Joint Director (PMD),
Room No. – 112, ESI Corporation, Panchdeep Bhawan, C.I.G. Road,
New Delhi – 110 002.
22. Delay/Late tenders for whatever be the reason will summarily be rejected.

TECHNICAL BID (PART A)

Format I

BRIEF DESCRIPTION OF THE FIRM

(with an outline of the experience of the firm for similar works during last three years)

- a) Name of the firm.
- b) Year of registration.
- c) Type of firm (Individual/Proprietary/Limited Company or any other)
- d) In house facilities available in following fields.

S.No.	Fields	Manpower with more than 10 years experience	Manpower with 5 to 10 years experience	Manpower with lesser than 5 years experience
1.	Original / repair works (civil)			
2.	Laying/Repairs of water supply, plumbing & sewerage, drainage etc.			
3.	Electrical works			

Note:-

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

Format II

EXPERIENCE OF COMPANY

(Experience of relevant and similar work of construction, pipe laying/annual Repair and Maintenance completed during last three years preceding March, 2008 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/Services rendered by the applicant)	
4.	Period of Work Done/Services rendered for the project	
5.	Total cost of work/AMC cost	
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.

Format III

MANPOWER DEPLOYMENT SCHEDULE

Hqrs. Office, C.I.G. Road, Delhi-2

A. The following manpower is to be deployed in daily shifts as mentioned against each:

S.No.	Category	Nos.	Shift details	Remarks
1.	Supervisor	1	9 AM to 5 PM (Mon. to Saturday)	
2.	Plumber	1	-do-	
3.	Sewerman	1	-do-	
4.	Electrician	1x2	1 in two shifts	

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 contract shall wear uniform and badges identifying their category and name in English and local language.

Format III

MANPOWER DEPLOYMENT SCHEDULE

ESIC Colony, Sector-56, Noida

A. The following manpower is to be deployed in daily shifts as mentioned against each:

S.No.	Category	Nos.	Shift details	Remarks
1.	Supervisor	1	9 AM to 5 PM (Mon. to Saturday)	
2.	Plumber	1	-do-	
3.	Sewerman	1	-do-	
4.	Electrician	1x3	1 in three shifts	

B. The following manpower shall be available on call with 24 hours notice:

S.No.	Category	Monthly expected deployment	Remarks
1.	Mason	On call (once in a week)	
2.	Carpenter	-do-	

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 contract shall wear uniform and badges identifying their category and name in English and local language.

FINANCIAL BID (PART B)

Name of work: Repair and Maintenance of ESIC Hqrs. at C.I.G. Road, Delhi-02.

ABSTRACT OF COST

A. Supply and Services of Workers in shifts as per Schedule Format III A.

S.No.	Description of Items	Unit	Rate	Amount (Rs.)
1.	Maintaining an office in space provided by ESIC and attending to Repair and Maintenance work with the above maintenance staff with all required helpers tools and plant in attendance as per format III A.	One month		

Note:- (1) The Contractor shall maintain an inventory and use common miscellaneous sundry materials (screw, nails, washers, internal fittings of taps, volves, tanks, etc, plumbing thread, safeda, clamps, hooks, cement & patch repair, etc.) which are required for the work the cost of which is included in the above item.

(2) The above rates shall include the cost of any assistance of unskilled / semiskilled persons require by the skilled workers.

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.

FINANCIAL BID

Name of work: Repair and Maintenance of ESIC Colony, Sec-56, Noida.

ABSTRACT OF COST

A. Supply and Services of Workers in shifts as per Schedule Format III A.

S.No.	Description of Items	Unit	Rate	Amount (Rs.)
1.	Maintaining an office in space provided by ESIC and attending to Repair and Maintenance work with the above maintenance staff with all required helpers tools and plant in attendance as per format III A.	One month		

Note:- (1) The Contractor shall maintain an inventory and use common miscellaneous sundry materials (screw, nails, washers, internal fittings of taps, valve, tanks, etc, plumbing thread, safeda, clamps, hooks, cement, patch repair, etc.) plum which are required for the work the cost of which is included in the above item.

(2) The above rates shall include the cost of any assistance of unskilled / semiskilled persons require by the skilled workers.

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.

Supply of workers on call:- The workers listed in format III B shall be available on call with 24 hours notice at the rates mentioned against each.

B. The following manpower shall be available on call with 24 hours notice:

S.No.	Category	Monthly expected deployment (to be filled by ESIC)	Rate	Amount	Remarks
1.	Mason	On call once in a week			
2.	Carpenter	-do-			

Note: Payment shall be made for the actual days of employment.

For comparison purposes, the deployment shall be as per Format III B.

C. .BILL OF QUANTITIES – Measurable items**i) Items of works**

S.NO	DSR 07 Ref.	ITEM OF WORK	UNIT	QTY	RATE	AMOUNT
1.		2.	3.	4.	5.	6.
1.	14.1/215	Repair to plaster of thickness 12mm to 20mm, Cement plaster in 1:4	Sqm	300		
2.	13.2.1/201	15mm cement plaster in 1:4 on rough side	sqm	100		
3.	14.42/219	White washing with line to give even shade - two or more coats	sqm	100		
4.	9.47.1/143	P/f nickel plated M.S. Pipe curtain rods with nickel plated brackets 20mm dia (heavy type)	No.	40		
5.	14.54.1/220	Painting with synthetic enamel paint of approved brand of required colour to give even shade.	Sqm.	100		
6.	M.R.	Supply and filling of ground water in sump i/c loading, unloading and T & P through tankers.	Litre	2,40,000		

Note: Payment shall be made for actual quantities executed at the contract rate.

The work shall be carried out as per the enclosed programme (Annexure 'E'). If the Contractor fails to complete the work in time, liquidated Damages @ 1.25 % of the total value of work under measurable items of work above shall be recovered subject to a maximum of 5% of the above total value. The Employer may at his sole discretion extend the time for completion on submission of full justification by the Contractor

D. Items of material supplied for use by labour in Format III (columns 1 to 4 to be filled by ESIC), sector-56, Noida.

S.NO	DSR 07 Ref	ITEM OF SUPPLY	UNIT	QTY	RATE	AMOUNT
1.	2.	3.	4.	5.	6.	7.
1.	7004/260	Wash basin (450 x 300mm)	each	10		
2.	1453/258	Indian w.c. (580mm)	Each	05		
3.	1965/258	European W.C.	Each	01		
4.	7359/261	Flushing cisterns with fittings – PVC	Each	05		
5.	7406/283	Pillar cocks (PTMT)	Each	10		
6.	1885/257	CP Brass Tap(15 mm)	each	20		
7.	7495/284	Ball volve (15mm with rod & ball)	Each	40		
8.	14.7/215	Renewing of glasspanes 4mm thick with existing fillets	Sqm	100		
9.	MR	Street light bulbs - murcury	Each	50		
10.	MR	Plumbing material like Gl Pipe, socket, nipples, union, etc	lumpsum	100		

Note: Payment shall be made for actual quantities supplied at the contract rate.

Any item of work/supply not cover above shall be treated as a variation. The rates shall be worked out mutually based on CPWD norms. On failure to reach an Agreement, the Engineers decision shall be final and binding on both sides.

E. **LUMPSUM ITEMS** (columns 1 to 4 to be filled by ESIC), sector-56, Noida & Hqrs. Office.

S.NO	ITEM OF SUPPLY	UNIT	QTY	RATE	AMOUNT
1.	2.	3.	4.	5.	6.
1.	<p>Operation, repair and maintenance of water supply pumps and tubewells in the campus of ESIC Colony, Sec-56, Noida including manpower, spareparts, T &P etc, as required.</p> <p>Note:- Refer note in additional particulars conditions of contract.</p> <p>(4 Nos. pumps of capacities 25 HP, 3 x 15 HP and one No. tubewell with 3 HP submersible pump)</p>	one month	one month		
2.	<p>Operation and maintenance of DG set including supply and filling of oil and lubricants all spare, T&P and consumable engine oil, etc.</p> <p>(Diesel / fuel shall be supplied by the Deptt.)</p> <p>(1 No. DG set of capacity 62.50 KVA of Kirloskar make)</p>	-do-	one month		

	transformer, etc complete. ii) –Do- For Hqrs. Office	one month	one month		
5.	Desilting and cleaning of OHT and sumps at sec.-56, Noida with Acid wash and treatment of walls with ultraviolet rays.	Once	One time work		
6.	i) Maintenance of ABC, BC type fire extinguishers cylinders i/c filling of CO2 and dry gas as and when required. ii) –Do- For Hqrs. Office	one month -do-	one month -do-		

Note:- (1) The Contractor shall maintain an inventory and use common miscellaneous sundry materials (screw, nails, washers, internal fittings of taps, valve, tanks, etc, plumbing thread, safeda, clamps, hooks, cement, patch repair, etc.) which are required for the work the cost of which is included in the above item.

(2) The above rates shall include the cost of any assistance of unskilled / semiskilled persons required by the skilled workers.

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.

ANNEXURE 'B'

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 firms (proprietary or partnership) whether incorporated or not, that has entered into contract (with the employer) and shall include his/its heirs, legal representatives, successors and 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 Agreement (if completed).
 - ii) "Specification" means the specification of the Works included in the Contract and any modification thereof.
 - iii) "Drawings" means all the completion drawings, calculations and technical information of a like nature provided by the Engineer to be Contractor under the Contract and all drawings, calculations, samples, patterns, models, Repair and Repair and Maintenance 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 for which the contract of Repair and Repair and Maintenance has been awarded by the employer to the contractor.
- (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 Works 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.
- (f)
- 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 places provided by the Employer for Repair and Maintenance of
- 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 this site conditions.

5. Contractor's Employees

The Contractor shall provide on the Site qualified and experienced technical staff in connection with the Repair and Maintenance 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
 - 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 or Repair.
- (a) Insurance of work by the Contractor for his liability:
- (i) During the Repair and Maintenance period 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 Repair and Maintenance of the works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

9. Accident or injury to Workmen

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman 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
- (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 Repair and Maintenance work shall be for a period of one year or as mentioned in the letter of commencement and shall start from the date issue of letter commencement and shall stand terminated after the expiry of one year.

13. Extension of Time for Completion

The Repair and Maintenance contract may be extended on the written mutual consent of both Employer and Contractor for a further period of one year. However, employer reserves it's right to terminate the Repair and Repair and Maintenance contract by giving 15 days notice at any time during the currency of the contract if the services of the agency are not satisfactory as per the opinion of employer or it's representative.

14. Defect Identification and it's rectifications

The Contractor shall immediately attend the defects and complaints noticed at

site. The Contractor shall provide and develop a system for regular Repair and Maintenance of all the services which includes defects identifications and it's immediate rectification so, that services are not effected. It shall be the sole responsibility of the Repair and Maintenance agency that all the services are kept in functional condition round the clock during the currency of the contract.

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

15. Liquidated Damages for Delay

If the Contractor fails to attend any complaint or defect in due course of time and if in the opinion of engineer delay is on the part of Repair and Maintenance agency, the employer can impose liquidated damages on the contractor as detailed in the particular conditions.

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

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.

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 Lum Sum items and to decide the part rate for any particular item.

In case overtime working of staff under item no. 1 is required, specific instructions of the engineer is to be obtained. Payment shall be made at applicable overtime rates

19. Method of Measurement

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

CERTIFICATES AND PAYMENTS

20. Monthly Statements

The Contractor shall submit a bill in 3 copies to the Engineer by 7th day of each month for the work executed up-to the end of previous month in tabulated form approved by the Engineer, showing the amounts to which the Contractor considers himself to be entitled. The bill must be supported with the following documents:-

- (a) Attendance sheets along-with salary certificates, wages sheets of all the workers and staffs deployed against item No. 'A'.
- (b) Certified bills miscellaneous materials purchased under different heads against item No. 'A' not covered in format III D.
- (c) Details of defects/complaints attended and rectified within time.
- (d) Details of complaints attended late.
- (e) Test certificates of materials used and tests carried out for quality control as required by the specifications and the Engineers.

21 Deduction of Income Tax

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

22 Monthly Payments

The Contractor shall submit monthly bill complete in all respects by the 7th day of each month. The Engineer shall clear the bill and certify due amounts for payment within 15 days.

23 Performance Guarantee

Within two weeks of award of work, the Contractor shall submit a Performance Security for proper performance of the Contract in the format enclosed as Enclosure III.

The performance guarantee shall be valid for the duration of the contract period plus 60 days.

The performance security can be encashed 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, if any work is not being carried out to his satisfaction, 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.

26. Default of Contractor

26.1 If the performance of the contract and 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 party shall use their best efforts to settle amicably all disputes arising out of or in connection 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 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.

PARTICULAR CONDITIONS OF CONTRACT

- CPWD specifications shall be followed. Where not available, BIS/ Engineering practice as directed by the Engineer shall be followed.
- Complaints shall be made in the format (Enclosure-I).
- A complaint register (format at Enclosure-II) shall be maintained in the Repair and Maintenance Office of the contractor in which all complaints received shall be documented.
- Formats of Performance Guarantee and Contract Agreement are at Enclosure III and IV respectively
- All Repair and Maintenance related complaints shall be attended to within two hour failing which a recovery of Rs. 100 per event per hour shall be made from the subsequent payment certificate of the contractor.
- The Sewerman shall ensure that all lines are maintained in a clean condition by carrying out preventive cleaning of all lines at least once each month.
- 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 effected 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 a each days work.
 - d) The Contractor shall ensure that his Repair and Maintenance staff is 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.
 - e) 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 Repair and Maintenance work.
 - f) When instructed to do so, the contractor shall ensure proper record keeping and storing of irreparable/dismantled material.
 - g) **Water and electricity shall be made available free of cost at near by source of work.** The contractor has to make his own arrangement for use of the same including drawing temporarily lines etc. The responsibility for following relevant rules, regulations and laws in this regard shall be entirely that of the contractor.

ADDITIONAL PARTICULAR CONDITIONS OF CONTRACT

For the services to be operated and maintained by the Contractor for which lump-sum amounts have been quoted, the following shall apply:-

Operation and maintenance of AC Plant:

The plant/Air-conditioners shall be taken over by the Contractor after recording the total no. of plant and equipments and Air Conditions in each location and their make, model, running condition etc. The same shall be maintained and run by the Contractor for the contract period providing all required inputs including gas filling, servicing, replacing all spares and defective Components etc. and including all operational staff and manpower for repairing etc. complete.

After completion of the maintenance period, the same shall be handed over back to ESIC in the same condition in which they were taken over, normal wear and tear accepted.

Horticulture:-

The garden, lawns, potted plant etc. shall be taken over after listing out the same. The same shall be maintained for the contract period. During this period, all inputs like manure, replacement of plant, watering, clearing weeds, trimming, housekeeping etc. including all material labour and tools, replacement plants etc shall be provided so that the garden is maintaining in a neat and healthy condition. The same shall be handed back to ESIC in such condition at the end of the contract period.

Fire Fighting and Alarm System:-

The systems, equipments etc. shall be taken over recording the details of the fire fighting and alarm system and their running conditions. During the maintenance period, the same shall be maintained by the Contractor providing all material, labour and T&P etc. required. The same shall be maintained to the satisfaction of the concerned statutory authorities and clearances obtained from them as per requirements. The systems shall be handed over in the same conditions as it was taken over, normal wear and tear accepted.

Operation and Maintenance of Sub-stations, Pumping systems and DG sets etc.:

All the above plant and equipments etc. shall be taken over after recording the complete details of make, date of manufacture etc. including their running conditions.

During the contract period, the same shall be operated and maintained by the Contractor including supply of all spares, materials, labour, T&P etc. and including consumables like Engine oil, transformer oil etc. complete. The maintenance and operation shall meet all the requirements of the concerned statutory authorities. At the end of the Contract Period, the equipment/system shall be handed over back to ESIC, in the condition in which they were taken over, normal wear and tear accepted.

NOTE:

All breakdowns/faults shall be attended to immediately and rectified promptly.

Only genuine/original spare parts shall be used while carrying out the maintenance work.

Any major repair involving overhaul of engine, rewinding of motors, replacement of major components like compressor etc. is excluded from the scope of work and shall be paid for on actuals. However, if the repairs/replacement arises out of negligence of the Contractor or his staff, the same shall be carried out by the Contractor at his own cost. Prior approval of the Engineer is to be obtained for any such major repair/replacement.

The Contractor shall depute qualified and experienced staff for running and maintenance of the Systems/Equipments.

The Contractor shall follow all instructions conveyed to him by the concerned ESIC officials regarding maintenance of the above.

MAINTENANCE COMPLAINT REGISTER

S.No.	Date & Time	Complainant	Nature of complaint	Complaint attended Date & Time	Remarks	Signature of Contractor

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 it 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 or 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)

CONTRACT AGREEMENT FORMAT

This CONTRACT (hereinafter called the “Contract”) is made the day of the month of, 2008 between Employees’ State Insurance Corporation, C.I.G. Road, New Delhi – 110 002, on the one hand (hereinafter called the Employer) and on the other hand
(hereinafter called the Contractor)

Whereas

- a. the Client has accepted the offer of the Contractor to provide certain services for maintenance of
.....
.....
- b. the Contractor, having represented to the client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract Agreement.

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	Annexure ‘A’
2.	General Conditions of Contract	Annexure ‘B’
3.	Particular conditions of Contract alongwith Enclosure I, II, III & IV	Annexure ‘C’
4.	Programme of work other than day to day maintenance	Annexure ‘D’

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

- a. The contractor shall carry out the services in accordance with the provisions of the contract; and
- b. The Client 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
[CLIENT]

Employees' State Insurance Corporation,
Hqrs. Office,
C.I.G. Road,
New Delhi – 110 002.

FOR AND ON BEHALF OF
[CONTRACTOR]

.....