



**REGIONAL OFFICE HARYANA
EMPLOYEES' STATE INSURANCE CORPORATION
PANCHDEEP BHAWAN, SECTOR-16, FARIDABAD**

Tel:0129-2222980,2222981 Website: www.esic.nic.in E-mail:rd-haryana@esic.in

E-Tender Documents

Name of work:- Annual Repair and Maintenance of Civil Work of Residential & Non-residential Buildings of Faridabad and other locations in Haryana region for the period of 12 months from the date of award of work:

- | | |
|---|--------------------------|
| 1.Estimated cost:- | Rs.86,21,472.00 |
| 2.Earnest Money:- | Rs.1,72,430.00 |
| 3.Date & Time of Submission of Tender:- | 05.09.2017 upto 12:00 PM |
| 4.Date & Time of Opening of Tender:- | 05.09.2017 at 2:30 PM |

Regional Director
ESI Corporation,
Panchdeep Bhawan, Sector-16, Faridabad
Phone No. 0129-2222980,81



**REGIONAL OFFICE HARYANA
EMPLOYEES' STATE INSURANCE CORPORATION
PANCHDEEP BHAWAN, SECTOR-16, FARIDABAD**

NOTICE INVITING E-TENDER

Invitation of E-Tenders bids for **Annual Repair and Maintenance of Civil Work of Residential & Non-residential Buildings of Faridabad and other locations in Haryana region for the period of 12 months from award of the work.**

E-Tenders under two bid system are invited from the eligible contractors/agencies registered in Central/State Govt & PSU etc.for providing Annual repair & Maintenance services listed under scope of work in the bid document . Details of work for which tenders are invited are as follows:-

Nature of facility -Dispensary/Branch Offices/Residential/Non-Residential others.
Total no of sites:-

- 1.Regional Office,ESIC Panchdeep Bhawan Sec-16 Faridabad.
- 2.109 numbers of ESIC staff quarters Sec-16 Faridabad.
- 3.ESIC Branch Offices at NH-V,Sec-27-B,Sec-8 Faridabad,Sonepat,Rohtak,Jagadhari.
- 4.Staff quarters at Rohtak,Jagadhri,NH-V Faridabad,

1.The estimated cost of work is Rs.86,21,472.00 (Eighty Six Lac Twenty One Thousand Four Hundred Seventy Two Only)

The estimate,however is merely as a rough guide.

2.Period of Contract:-12 months

(i) The tenderers should have minimum three years experience as on 01.01.17 in works of similar nature in govt/semi-govt/PSU,autonomous bodies.

(iii) They should have undertaken/completed the following work in the last 7 years.

- (a) One similar work of value not less than (Equal to 80 % of the value of work to be executed)
or
- (b) Two similar works, each of value not less (Equal to 60% of the value of work to be executed)
or
- (c) Three similar work each of value not less (Equal to 40% of the value of work to be executed)

(i) Definition of Similar works:-Similar works mean “Annual Repair & Maintenance of Civil works of Residential,Non-Residential Buildings in Government Sector/PSU.

The eligibility criteria for similar works of outsourcing day to day maintenance along with annual repair & maintenance of civil work & special repair shall be based on the estimated cost of the work for one year even if the tender in invited for a period of two or three years.

(ii) **Turnover:-** Average annual financial turnover of works(s) should be at least 1.Cr /(100 Lacs) of the last 3 consecutive financial years (2013-14,2014-15,2015-16) duly audited by Chartered accountant .

(iii) **Earnest Money:** - Rs.1,72,430.00 (One Lac Seventy Two Thousand Four Hundred Thirty Only) should enclosed with tender, document in form of DD in favour of E.S.I. Fund Account No.-1 payable at Faridabad. Bids received without EMD will not be considered and summarily rejected.

All Payments pertaining to service tax ESI,EPF should have been paid up to date & latest challan/receipts & ECR (Electronic Challan Receipts should be enclosed)

(iv) The successful bidder have to deposited a sum of 5% as security money equals to quoted price within 07 days from the date of letter of award.

(v) **Tender Document:-** Tender documents containing terms & conditions can be downloaded from the website www.esic.nic.in central public pocurement portal <http://eprocure.gov.in> & <http://esictendres.eproc.in> from 14.08.2017 to 05.09.2017 till 12.00 Noon (The last Date & Time)

The interested eligible bidders may submit tender online at <http://esictendres.eproc.in> in two bid system in the prescribed tender proforma .Tender along with scanned copies of EMD and all supporting documents are to be submitted/uploaded online only through e-procurement portal.

The tender document with all the supporting documents shall also be required to be submitted along with EMD in physical form in separate sealed envelopes duly superscribed with name of work and date of opening on it,in the Tender Box at Reception,Regional Office,ESIC,Panchdeep Bhawan,Sector-16,Faridabad-121002 up to 05.09.2017(2.00PM)

(Vi) **Date of submission/uploading of Tender:** - Up to 12:00 Noon (Online Mode) & upto 2:00 PM (Hard Copy form) on or before 05.09.2017 in the tender box kept in ESI Corporation, Panchdeep Bhawan, Sector-16, Faridabad.

(Viii) **Date of opening of Tender(Technical Bid) :** - The technical bid shall be opened in the presence of the tenderers who choose to be present on 05.09.2017 at 2:30 PM in the conference room of Regional Office. In case, it is declared a public holiday, tenders shall be received & opened as per above schedule on next working day

(A) Financial bids shall be opened at a later date of only those bidders whose Technical Bids are found to be in order. Date of opening of price bids will be informed later on.

(B)Incomplete, conditional or delayed bids will not be considered & summarily rejected.

(C) For all practical purposes,the E-Tender shall be considered for evaluation,however in case of any ambiguity,the physical documents would be scrutinized.

(D)If any information furnished by the applicant is found to be false at any stage,the bid shall be cancelled and applicant shall be liable to be debarred from tender.

(E)The ESIC does not bound itself to accept the bid of L-1 Bidder.

(F) The abnormal High Rate & abnormal Low rate will not be acceptable,& the competent authority reserves the right to reject the bid .The decision of competent authority in this regard is final & binding.

(G) Only bids complete in all respects will be considered for evaluation.

(H) The firm should not be debarred /black listed in any organization of Govt./PSU

(I) The competent authority reserves the right to accept or reject any or all tenders without assigning any reason.

Regional Director
ESI Corporation,
Panchdeep Bhawan,
Sector-16, Faridabad

Documents to be uploaded

Bidders who fulfill the eligibility condition mentioned above shall upload the technical bid and price bid along with scanned copies of the following documents failing which their bids will be rejected.

1. Copy Of EMD.
2. Copy of Registration of firm with Central /State Govt/PSU.
3. Copy of Registration of Service Tax, ESIC, EPFO with latest payment details.
4. Copy Of Vat registration with latest payment details.
5. Copy of Pan Card.
5. Copy of Income Tax Statements of last three consecutive financial years I.e 2013-14, 2014-15, 2015-16.
6. Audited balance sheet with details of annual turnover, Profit & Loss accounts etc as per eligibility criteria.
7. Copy of Satisfactorily completion certificate of similar nature of work(s) I.e Civil ARM as per eligibility criteria.
8. Affidavit to the effect that the firm has not been debarred/blacklisted in any organization of the Govt./PSU.

INSTRUCTION TO THE TENDERERS

1. E-Tender under two bids systems in the prescribed forms are invited from eligible tenderers for providing Annual Repair and Maintenance of Civil works listed under scope of services in the bid documents.
 2. The amount of earnest money deposit (EMD) shall be Rs.1,72,430.00 (One Lac Seventy Two Thousand Four Hundred and Three Only) in the form of DD drawn in favour of ESI Funds A/C No. 1 payable at Faridabad.
 3. Tender form shall be completed in all respect. Incomplete tender or tenders without E.M.D shall be treated as invalid.
.
 4. Last date of submission of tenders is 05.09.2017 up to 12:00 Noon..
 5. Date and time of opening of tender is 05.09.2017 at 2:30 P.M.
 6. (i) Each and every page of the tender documents should bear the stamp and signature of the authorized representative/quoting firm. Format I,II & III enclosed shall be filled without exception.

(ii) Self attested copies of valid ESIC Registration/ Employer Number and valid Employees Provident Fund Registration number should also be enclosed with Technical Bid.
 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 documents shall be sealed and bear the name of work and the name and address of the tenderer.
 9. The site of work is available and can be seen on any working day during office hours by contacting Engineers In-charge/ Branch Officer in order to have exact idea of work.
 10. The Competent Authority of ESIC, reserves the right to add/amend/modify/accept or reject any tender or all tenders without assigning any reason thereof and such decision in this regard is final.
 11. Conditional tenders are liable to be rejected.
 12. The tender for the work shall remain open for acceptance for a period of sixty days (60) from the date of opening of tender.
 13. These instructions shall form a part of the contract document.
 14. The EMD of unsuccessful tenderers shall be refunded within seven days 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, duties and levies, insurance etc. No escalation of whatsoever nature shall be payable, except on quoted price for providing men power (Service tax would be reimbursable on production of proof of payment)
 16. Fraud and Corruption
- The Bidders, Suppliers, Contractors and Consultants, shall observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuit of this;

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.;

(ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) "Collusive practice" means a scheme of arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, no competitive levels.

(iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the procurement process or affect to execution of a contract. will reject a proposal for award if it determines that the Bidder recommended for aware has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practice in competing for the Contract in question.

17. Eligibility criteria:

- (i) The tenderer should have minimum Three years experience in works of similar nature in govt./semi govt./PSU/Autonomous bodies.
- (ii) (iii) They should have undertaken/completed the following work in the last 7 years.
 - (a) One similar work of value not less than (Equal to 80 % of the value of work to be executed)
or
 - (b) Two similar works, each of value not less (Equal to 60% of the value of work to be executed)
or
 - © Three similar work each of value not less (Equal to 40% of the value of work to be executed)

18. The contractor on his own may divide sub groups for deployment of different categories of manpower for ARM work for such sub-group.

19. (i) Minimum Nos. of workers to be deployed for AR&M work for attending day to day complaints for maintenance purpose has been shown category wise in format A. Workman requires on 24 hours notice have been shown in format A. Workers with technical Qualification and experience required for operation maintenance and repairs of Civil works.

(ii) The tenderer should have minimum men power to cover the requirement of format III.

(iii) The tenderer would be required to establish its office with telephones within the site of the work in the space provided by the ESIC.

20. **Submission of bids:** Proposals should be submitted in two separate envelopes namely, **Technical Bids and Financial Bids**. The technical and financial bids duly sealed in separate envelopes must be kept inside a single third envelope and clearly super scribed as **Annual Repair and Maintenance of Civil Work of Residential & Non-residential Buildings of Faridabad and other locations in Haryana region for the period of 12 months from award of the work** . The envelop should be clearly marked as **Technical Bid (Envelope -I)** and **Financial Bid (Envelope -II)**. This third envelope shall also contain the EMD.

21. 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 I & II.

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.

c. In case photo state copies of certain documents are submitted in respect of profile of the firm in the Format I & II original documents will have to be produced by the bidding firm /contractor for verification & evaluation of Technical Bid.

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

23. 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 thereof & the ESIC does not bound itself to accept the bid L-1.**

(ii) The contract for the Annual Repairs and Maintenance shall be awarded to the best qualified responsive tenderer.

(iii) Upon evaluation of offers the notification on award of contract will be intimated to the successful tenderer.

24. Duly filled Tender Document shall be deposited by hand delivery in the Tender Box kept in Regional Office on or before 05.09.2017 upto 2:00 PM at following address:

Regional Office,
ESI Corporation, Panchdeep Bhawan,
Sector-16, Faridabad

25. OBLIGATIONS OF THE CONTRACTOR:

25.1. The contractor shall ensure full compliance with tax laws and labour laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgments evidencing filling of returns every year and shall keep the Employer fully indemnified against liability of levies/ taxes, interest, penalty etc. of the contractor in respect thereof, which may arise.

25.2 The contractor will be under obligation to submit a certificate and documentary evidence that he has cleared/paid all the monthly dues of its/his employees within first fortnight of every month to their Bank A/c through ECS only (Certificate as per annexure). Bank account of every employee of contractor deployed said ARM shall be furnished by the contractor. Payment of wages/salary in cash will not be allowed under any circumstances.

25.3 The contractor would also be required to pay minimum wages notified by the CLC for every trade/skill and such wages register would have to be provided every month before the designated authority at the of payment wages.

25.4 Regional Director, ESIC, Faridabad shall depute officers from time to time for physical verification of employees deployed by contractor at ESIC premises and during verification if it is found out that less numbers of persons are deployed at ESIC then salary of such persons shall be deducted from date of last physical verification.

25.5 The contract with the agency which do not provide proof of payment of statutory dues will be terminated right away by giving one month written notice.

25.6 The Supervisors & working staff to be professionally qualified and must be trained. This work force should be on the pay roll of the Agency.

25.7 Delayed /late tenders for whatever is the reason will summarily be rejected.

25.8 The successful tenderer would have to obtain registration from ALC (Central) on the basis of requisite Form issued by ESIC within 15 days of issue of such Form.

26. **BONUS:-** Minimum statutory bonus of the rates in form shall be paid to employees as mandatory.

Regional Director
ESI Corporation
Panchdeep Bhawan,
Sector-16,_Faridabad_

ANNUAL REPAIRS & MAINTENANCE OF CIVIL WORKS INCLUDING LABOUR & MATERIALS & SUPPLY OF MATERIALS

SCOPE OF SERVICES TO BE PROVIDED BY THE AGENCY

1. Water supply, Sanitary and plumbing works.
2. Storm water drainage, rain water harvesting.
3. Building repair and maintenance of civil works in R.O Regional Office, R.O residences, Branch Office, Branch Office residences & Dispensaries.
4. Land escaping and horticulture work in R.O Office and residential area.
5. White wash and painting of R.O Residential Colonies, Dispensaries as per CPWD norms & as per direction of engineer in-charge.
6. Cleaning of Sewer lines of R.O Offices, residences, Branch Offices & Dispensaries.
7. Cleaning of Storm water drains and rain water harvesting pipe and structures.
8. Uninterrupted water supply services in R.O Offices, residences, Branch Office & Dispensaries.
9. Water should be tested from Shree Ram Lab or any other Govt. approved Lab on the Quarterly basis in R.O Office and Residential colony at Faridabad.
10. U/G tanks and O/H tanks are need to be cleaned in every six month.
11. Man power attendance Register is to be maintained.
12. Uniform, Identity cards, Name Plates and identity cards have to be prepared to each and every staff by the contractor. Bio-data of each staff should be maintained and whenever asked have to be shown immediately.
13. All Tools and Plants and materials to carry out the ARM work at site are to be arranged and provided by the contractor.
14. Operation and Minor Maintenance of existing Water Tube-well for uninterrupted water supply.
15. The agency shall have to display on notice board in R.O Office Branch Office & every dispensary, the name of maintaining agency along with supervisor's name to be contacted with Telephone Nos. for lodging the complaints.
16. The agency shall be responsible to depute their supervisor in Branch Offices & Dispensaries once in a week to note the complaints related to civil maintenance.
17. The agency should use the stipulated /BIS materials in ARM work which is to be verified from Engineer In-charge before the installation/consumption/purchase.
18. Complaint register should maintained by agency at his own cost and the agency is liable to produce the same as and whenever asked/required.
19. The contractor should maintain sufficient stock of commonly used items Viz Plumbing, Sanitary, cement etc. Bills should be raised on actual consumption of the materials used, contractor is advised to mention the material used against each complaint attendant in works diary.
20. Works diary is also maintained by the agency which bears the signature of allottee that the work is undertaken satisfactory the same has to be submitted along with monthly running bills.

DETAILS OF TENDERER

Name of Work: Annual Repair and Maintenance of Civil Work of Residential & Non-residential Buildings of Faridabad and other locations in Haryana region for the period of 12 months from award of the work.

1 NAME OF TENDERING COMPANY / FIRM / TENDERER:

2 NAME OF OWNER / DIRECTORS:

3 FULL PARTICULARS OF OFFICE:

(a) Address:

(b) Telephone No.: _____

(c) Fax No.: _____

(d) E-Mail Address: _____

4 FULL PARTICULARS OF THE BANKERS OF COMPANY / FIRM / .

(a) Name of the Bank:

(b) Address of the Bank:

(c) Telephone No. _____

(d) Fax No.: _____

(e) E-Mail Address: _____

5 REGISTRATION DETAILS:

(a) PAN / GIR No. _____

(b) Service Tax Registration No. _____

(c) E.P.F. Registration No. _____

(d) E.S.I. Registration No. _____

6 DETAILS OF EARNEST MONEY DEPOSIT:

(a) Amount (Rs.): _____

(b) D.D. No. and Date: _____

(c) Drawn on Bank: _____

(d) Valid up to: _____

The above format may be used to provide requisite details

7. 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	Gardening/Horticulture			

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

Date:

Seal:

Place:

Signature of Tenderer:

Technical Bid
E.S.I.C. Regional office, Faridabad
Format II
Experience of Company

(Experience of relevant and similar work of annual Repair and Maintenance completed during last three years preceding March, 2017 and ongoing works) Use separate sheet for each work.

1.	Project title and Location	
2.	Name of the Client and Address and Mobile no. of responsible Person	
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 clients in support of each of the above projects to be furnished.

Date:

Seal:

Place:

Signature of Tenderer:

Technical Bid
E.S.I.C. Regional office, Faridabad
Format III
Manpower to be at site for maintenance work

A. Minimum manpower as per format III attached attached is to be deployed in daily shifts as mentioned against each category.

- The man power may be increased or decreased by the order of Regional Director.
- Official working hours of Regional Office is from 09.00 A.M. to 05.30 P.M. For 6 days including Saturday in a week.
- Therefore, weekly rest to such workers may also to be arranged by the contractor.

MAN POWER DEPLOYMENT SCHEDULE

The following manpower is to be deployed in daily shift as mentioned against each.

S.No.	CATEGORY	QUALIFICATION & EXPERIENCE	NO.	DUTY HOURS.
1	Supervisor (1 for area A & 1 for area C)	Matriculate with 03 years experience of AR & M work .	2	As per daily shift
2	Plumber (for area A)	Plumber Exp. In AR & M work.	1	As per daily shift
3	Beldar/Mazdoor (6 for area A & 3 for area C)	Experience in AR & M work.	9	As per daily shift
4	Mason	Experience of masonry and other in Civil construction works.	1	As per need basis./Call Basis for area A&C
5	Carpenter	Experience of wood work construction and repairs.	1	As per need basis/Call Basis A&C
6	Sewerman (for a area A)	Experience in sewer work.	1	As per daily shift
		Total Worker	15	

NOTE: - Only experienced workers who preferably have gained 3 years experience in similar work shall be deployed.

Preferably the other skilled worker deployed shall also be Licensed/certified, certificates of the technical qualification also to be enclosed. All the above Staff on the Contract shall wear uniform and batches identifying their category and name in English and Local Hindi Language.

Signature of Contractor

Technical Bid
E.S.I.C. Regional office, Faridabad

DECLARATION

1. I, Son / Daughter of Shri.....
.....Proprietor / Partner / Director / Authorised Signatory of
.....am competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Seal:

Place:

Signature of Tenderer:

N.B.: The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical tender.

Technical Bid
E.S.I.C. Regional office, Faridabad
Check list of the documents to be submitted with the tender

Confirm the enclosure of all the below listed documents without which tenderer may not be eligible to participate in the tender.

S.no	Items	Confirm
1.	EMD	
2.	Tender form with complete technical bid and Financial bid, with all pages serially numbered , signed and stamped on each page	
3.	Audited Balance sheet of last three years with details of annual turnover , profit/loss account etc.	
4.	Income tax statement of last three years with income tax clearance certificate.	
5.	Attested Photo copy of PAN Card	
6.	ESI Registration certificate copy. with last payment details.	
7.	EPF Registration certificate copy. With last payment details.	
8.	Service Tax registration certificate with details of the last payment	
9.	Documents in support of contracts fulfilled in last 3 years along with their values in support of the experience and financial credibility.	
10.	Satisfactory completion of contract certificate from previous organizations	
11.	Details of ESIC/EPF/Service Tax Paid enclosed Latest Challans /receipts	
12.	Declaration on Stamp paper regarding black listing of Firm Yes/No.	

Date:

Seal:

Place:

Signature of Tenderer:

E.S.I.C Regional Office, Faridabad.

Name of work :- Annual Repair and Maintenance of Civil Work of Residential & Non-residential Buildings of Faridabad and other locations in Haryana region for the period of 12 months from award of the work.

Condition of B.O.Q

A. Supply and Services of Workers will be as arranged and as per need by Regional Director.

A. Supply and services of workers in Shifts as per Schedule Format III A.

1	Maintaining an office in space provided by ESIC and attending to repair maintenance work of civil with the maintenance staff as mentioned in format III with all required helper, tools and plant in attendance six days in the week from 9:00 A.M. To 5:30 P.M	General Duty Hours
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Note : (I) The Contractor shall maintain an inventory and use common miscellaneous sundry materials (Screws, nails, washers, internal fitting of taps, cap and valves, tanks, plumbing thread, safeda, clamps, hooks, cement, and patch repairs etc.) which are required for the work the cost of which is include in the above item.

- (ii) The rates shall include the cost of any assistance of unskilled/semi skilled persons required by the skilled workers.
- (iii) Payment shall be made for the actual days of employment i.e. for weekly off & national holidays. Attendance will be verified by Caretaker and vetted by the Engineer In charge of the ESIC RO, or the authority where the work has been actually got done. The contractor shall submit the cash memo of the material purchase a/w monthly bills non-tender items.

The payment shall be made for actual quantities executed at the contract rate

The employer may at his sole discretion extend the time for completion on submission of full justification by the contractor.

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 maximum of 5% of the above total value.

In case of absence of any of the above mentioned workers without providing suitable replacement, an amount equal to the per day wage shall be recovered as liquidated damages per person per day of absence as per category of workers.

Signature of Contractor:

Seal:

Name of Address:

Date:

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.

(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 operation 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 work.

(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.

2. ENGINEER

Engineers 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 as per availability in the record 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. The minimum staff shall be as per description of work mentioned in BOQ Format-I.

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 for 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 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 commencement letter 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 reserve its right to terminate the 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 its representative.

14. Defect identification and its rectifications:

Agency shall immediately attend the defects and complaints noticed at site. The agency shall provide and develop a system for regular Repair and Maintenance of all the services which includes defect identification and its immediate rectification so, that services are not affected. 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 if applicable.

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 Instruction.

In case of default on the part of the Contractor in carrying out defect rectification works, the RD, ESIC Faridabad 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 including penalty for delay in attending to the complaint 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 RD from any monies due or to become due to the Contractor.

17. Instructions for Variations

(a) Quantities given in the BOQ are estimated quantities.

The quantity of any particular item may vary to any extent. Variation in quantity in particular items or total exclusion of certain items of BOQ from the work executed or overall cost, does not entitle contractor to claim any extra cost.

(b) Notice to be given by the contractor for execution of Planned civil works.

It shall be duty of the contractor to give notice of at least three working days for execution of planned civil Works like whitewashing, painting, replacement of window glass panes which is other than day to day maintenance jobs so that prior sanction may be obtained to start the work and also to check the quality of materials to be used. If no notice is given, the work executed will not be considered for payment.

MEASUREMENT

18. Works to be measured

The Engineer shall determine by the 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 breakup of Lump Sum items and to decide the part rate for any particular item in-case over- time 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 rate.

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 RD by 7th day of each month for the work executed up-to the end of previous month in tabulated form approved by the Engineer In-Charge of Regional Office showing the amounts to which the Contractor Considers himself to be entitled. The bill must be supported with the following documents:-

- a. Attendance sheets duly verified by ESIC's In charge along-with salary certificates, wages sheets of all the workers and staff deployed against item No.' A'.
- b. Certified bills miscellaneous materials purchased under different head against item no. 'A'.
- c. Details of defects/complaints attended and rectified within time
- d. Details of complaints attended during previous month.

e. Test certificate of materials used and tests carried out for quality control as required by the specification and the Engineers.

f. Monthly certificates from ESIC's In charge regarding satisfactory attending of complaints on the format enclosed as enclosure -V.

21. Deduction of Income Tax

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

22. Monthly Payments

After submission of monthly bill complete in all respects by the contractor, ESIC Engineer In-charge shall check the bill with the help of contractor/Caretaker and certify for payment within 15 days. In case, any over-payment or the deficiencies of terms & conditions detected at a later stage, same shall be recovered on detail scrutiny of bill.

23. Performance Guarantee

Within 07 days of award of work, the Contractor shall submit a Performance Security for proper performance of the contract @ 5% of quoted price. The performance guarantee shall be valid for the duration of the contract period plus 60 days.

The performance security can be en-cashed 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. Final Certificates

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 Signature of Contractor
- 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.

25. Default of Contractor

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

25.2 Payment on Termination

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.

26. 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.

27. 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 Regional Director, ESIC, Faridabad who shall proceed as per the Arbitration Act. 1996.

27.1 The work under the contract shall continue, during the Arbitration proceedings.

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

28. JURISDICTION OF COURT

The courts at Faridabad shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between 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.

Complaint shall be made in format (Enclosure -1)

- 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.
- All emergent Repair and Maintenance related complaints shall be attended to within twenty four hours and routine/non emergent repairs shall be attended within 48 hours hour failing which a recovery of Rs. 100 per event per day shall be made from the subsequent payment certificate/Bill of the contractor.
- In the event of failure to attend the complaint within 3 days the RD. will get the work done at the risk and cost of the agency who has been allotted the AR & M work. The expenditure for the repair & maintenance including cost of material and incidental expenditure incurred for such repairs and penalty levied on account of failure of Agency will be deducted from the subsequent payment/pending dues/security deposit of the AR&M agency.
- As the work will have to be carried out in building and area in use the contractor shall ensure:-
 1. That the normal functioning of ESIC activity is not effected as far as possible.
 2. That the work is carried out in an orderly manner without noise and obstruction to flow of traffic.
 3. That all rubbish etc. is disposed off at the earliest and the place is left clean and orderly at the end of each day's work.
 4. The Contractor shall ensure that his Repair and Maintenance staff is qualified and licensed for their part of work. He shall be responsible for their conduct. The staff should behave in a courteous manner. The contractor is held responsible for any loss or damage to ESIC property.
 5. The contractor shall ensure safety of his workers and others at site of work and shall be responsible for any consequence arising out of execution of the Repair and maintenance work.
 6. When instructed to do so, the contractor shall ensure proper record keeping and storing of irreparable/dismantled material.
 7. Water and electricity shall be made available free of cost at nearby source of work. The contractor has to make his own arrangement for use of the same including drawing temporarily lines etc.

MAINTENANCE COMPLAINT REGISTER

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