

Set.I**Tender No: _____****Date: _____****ANNEXURE "A"**

**EMPLOYEES' STATE INSURANCE CORPORATION
MODEL HOSPITAL
NACHARAM::HYDERABAD-76**

Tender No.522-D/ESIC/NH/Tender-2011/ARM Works..

NOTICE INVITING TENDER

**INVITATION OF BIDS FOR MAINTENANCE & OPERATION GENERATORS, LIFTS
AND AIR CONDITIONERS OF
ESIC MODEL HOSPITAL, NACHARAM, HYDERABAD**

Sealed Offers under two Bids 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 – Hospital

Total plot area of complex	:	<u>9.36 acre</u>
Total number of building with areas	:	<u>10927 Sq. Metres</u>
Hospital	:	
31 Staff Quarters	:	<u>1530-83 Sq. metres.</u>

1. Scope of Services to be provided :-

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

1. Repair and day to day maintenance of Generators, - Schedule A
2. Air conditioning unit consisting of - Schedule B
 - 1) 2 Compressor Units
 - 2) 7 AHU's
 - 2(b) Window A/c's – 18 Nos.
3. Operation & Emergency maintenance of Lifts- 2 Nos. - Schedule C
4. Unscheduled Works - Schedule D

2. Bid document.

Tender documents for invitation of bids for Annual Repair and Maintenance works can be obtained from ESIC Model Hospital, Nacharam, Hyderabad during working hours from **11-04-2011** to **16-04-2011** on all working days between 11 AM to 3 PM on payment of a non refundable cost of Tender of Rs. **250** /- in the form of a Demand Draft / Banker's Cheque (Payable to ESI FUND A/c No.I, ESIC Model Hospital, Nacharam, Hyderabad.

The last date of submission of Tender is **22-04-2011** by **3.00 P.M.**

The Tender shall be opened in the presence of the Tenderers who choose to be present on the same date at **03.30 P.M.**

**(B.K.SRIVASTAVA)
JOINT DIRECTOR (ADMN.)**

INSTRUCTIONS TO THE TENDERERS

1. Sealed offers under two Envelope 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. (details in Schedule A to Schedule D).
2. The amount of earnest money deposit (EMD) shall be Rs.36,000/- (Rupees Thirty Six thousand only) in the form of DD / Pay order, drawn in favour of ESI FUND A/c No.I, ESIC Model Hospital, Nacharam, Hyderabad.
 - A. The EMD submitted in response to earlier tenders lying with this hospital shall not be considered against this tender.
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 22-04-2011 upto 15.00 Hrs.
5. Date and time of opening of tender is 22-04-2011 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, & III 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 etc. 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 Asst. Engineer (Civil) / Jr. Engineer (Electrical) of this Hospital.
10. The Medical Superintendent, ESIC Model Hospital, Nacharam reserves the right to accept or reject any tender or all tenders without assigning any reason.
11. Conditional tenders are liable to be rejected.
12. The tender for the work shall remain open for acceptance for a period of sixty day (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(3) years experience as on 31-12-2010 in works of similar nature.

II. The tenderers should have successfully completed the following work in the last 3 years:

- i. One Similar work of value not less than Rupees 18 Lakhs
OR
- ii. Two similar works of value not less than Rupees 10 Lakhs
OR
- iii. Three similar works of value not less than Rupees 11.5 Lakhs

III. The tenderer should have minimum in-house manpower to cover requirements of Formats III.

IV. 1) The General Terms & Conditions for supply of materials or services to the ESIC

Model Hospital, Nacharam, Hyderabad, including the Law of contract & Law of agency, will be applicable, with the modification that wherever the references used for supplies of Stores etc. should be read to mean "Services".

- 2. The tenderer should have a permanent place of business in Hyderabad/ Secunderabad and the complete Postal Address, telephone/Mobile/Fax/E-mail address, etc. should be provided while submitting the completed Tender form.
- 3. The agency will be responsible for complying with payment of minimum wages as applicable under Central Government Rules and other benefits including prescribed number of Holiday/Weekly off etc. to its employees deployed in the Hospital, as per labour Laws in force from time to time. The agency will be responsible to comply with laws related to Social Security such as E.S.I., P.F., Leave Wages and National Holidays as applicable and Service Tax wherever applicable and other Labour Legislations, Pollution Control and such statutory orders by Government/Statutory Authorities/ Municipality which may be in force from time to time, if applicable.
 - i) Workers engaged through Service providers must receive their entitled wages on the last day of the month.
 - ii) Payment to such workers must be made by the Service Providers through Cheque. Under no circumstances payments will be made in cash. To ensure this, Service Providers will get a Bank account opened for every engaged worker.
 - iii) In order to ensure that such workers get their entitled wages on the last working day of the month, the following schedule will be adhered to:-
 - a) Monthly, Bill as per above cycle, will be submitted by the Service Providers on 24th of the current month.
 - b) Monthly, bill as per above cycle, will be submitted by the Service Providers on 26th of the current month.

4. The agency should have experience for providing (nature of services in reputed organizations preferably in Govt. and Public Sector for at least 3 years of list of clients as above along with satisfactory performance certificate from such clients may be communicated to this Office.
 - i) Copies of Income Tax /Service Tax returns for the latest Three Assessment Years.
 - ii) Copy of Trade license essential for carrying out the activities under the contract.
 - iii) Copy of Sales Tax Returns, if applicable .
 - iv) Copy of the PAN CARD of the Proprietor/Partner/Company.
 - v) Copy of Code Number allotment letter as issued by ESIC, if applicable
 - vi) Copy of Registration Number allotment letter issued by EPFO, if applicable.
 - vii) Copy of Registration under Service Tax.
 - viii) Details of experience with documentary, evidence.
 - ix) Certified Profit & Loss accounts and Balance Sheet for last three years.

The successful tenderer would be required to establish his office within the site of the work in the space provided by the ESIC Model Hospital, Nacharam.

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 'Air Conditioning work of ESIC Model Hospital, Nacharam, Hyderabad'(Set-I). The envelope should be clearly marked as 'Technical Bid' (Envelope-I) and 'Financial Bid' (Envelope-II). **This Third envelope shall also contain the EMD.** DD / Bankers' Cheque etc in the form of EMD should in no case be kept in Technical Bid i.e. Part-(A) or Finance Bid Part (B). In case the EMD is kept in those envelopes, it will be treated as EMD not enclosed.
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. along with documentary evidence.
 - 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-days notice will be given to tenderer for this purpose.
20. **Award of Work:**
 - I. The selection of the agency will be 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 best qualified responsive tenderer for a period of one year.
 - III. Upon evaluation of offers the notifications on award of contract will be intimated to the successful tenderer.

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

**ESIC MODEL HOSPITAL,
NACHARAM,
HYDERABAD – 500 076 A.P**

22. **Enclosures:**

- 1. Format-I**
- 2. Format-II**
- 3. Format-III**
- 4. Financial Bid (Part-B)**
- 5. Schedules A,B, C & D**
- 6. General Conditions of Contract.**
- 7. Particular conditions of Contract.**
- 8. Enclosure III.**

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.

Sl.No.	Fields	Manpower with more than 10 years experience	Manpower with 5 to 10 years experience	Manpower with lesser than 5 years experience
1.	Repair & Maintenance and Operation of Generators.			
2.	Repair & Maintenance and Operation of Air Conditioning Plant, AHU's and Window A/c's..			
3	Operation of Lifts and Emergency Maintenance			

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 operation and Maintenance completed during last three years preceding December-2010 and ongoing 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 don/service 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

TOTAL MANPOWER DEPLOYMENT SCHEDULE

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

Sl.No.	Category	No.s	Qualification	Experience
1.	Supervisor	1		
2.	Generator Operators	3		
3.	A.C Plant Operators	3		
4	Lift Operators	3		
	Total:	10		

Note:-Only licensed/certified Electricians/Operators shall be deployed. Preferably the other skilled worker deployed shall also be licensed /certified. License 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 & Maintenance (Civil, Electrical and others) of ESIC Model Hospital, Nacharam, Hyderabad

ABSTRACT OF COST

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 round the clock as per Format-III (A).

A. Supply and services of workers.

Sl. No.	Description of items	Unit	Rate	Amount (Rs.) Per year
i.	Repair and day to day maintenance of Generators.	One month		
ii.	Operation and maintenance of central Air conditioning units consists of Maintenance and AHU's & Window A/c's	One month		
iii	Operation of lifts.	One month		

Note: The contractor shall maintain an inventory and use common miscellaneous sundry material (lead, hemp etc.) which are required for the work the cost of which is included in the above item.

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.

B. Not applicable.

C. BILL OF QUANTITIES –Measurable items of works.

Sl. NO.	ITEM OF WORK	UNIT	QTY	RATE	AMOUNT

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

The work shall be carried out as per the program given by the Hospital Administration.

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 a maximum of 5 % of the above total value.

SCHEDULE – A

**Brief description of works relating to
Repair and day to day maintenance and operation of
Diesel Generators.**

Sl. No.	Description of work
1	Whenever there is failure of Electric supply the available Diesel Generator will be started.
2	When the supply is available, the Generators will be in 'OFF' condition
3	There are two numbers of Diesel Generators. They are to be operated alternatively OR Simultaneously as per the requirement of the Hospital. (capacity 140 KVA – each)
4	Cleaning, servicing and maintenance of Generator NCCB panels – 2 and 2 Nos. Generator and 2 Nos. of Change over switches in Generator Room.
5	Diesel for Generators will be at actuals on the basis of consumption records / Log books.
6	Any other residual item of work incidental to above
7	Providing of D.G Set operators 3 no.s @ 1 in each shift round the clock

SCHEDULE –B

**Brief description of works relating to
Air Conditioning**

Sl. No.	Description of work
1	2 No.s of Air Condition Plants of capacity 60TR each are available along with Control Panels and Chiller Motors.
2	7 No.s of Air Handling Units along with Control Panels motors are available in first floor and second floor.
3	Hourly temperature records and Air Pressure records are to be noted and both should be maintained and regulated.
4	Air Conditioner pipe lines outside are to be cleaned and painted.
5	Water circulation and water level through Cooling Towers to be maintained
6	Air Conditioning plants and all AHU <u>rooms</u> are to be kept clean.
7	Defects noticed if any be intimated and also rectified.
8	Maintenance if any and is to be carried out along with Window A/C's (18 No.s) + ___
9	General maintenance and servicing
10	Running and operation of A/C systems connected
11	Filling of Freon Gas. Reimbursement will be made as per actuals.
12	Rewinding works – Chiller motors of AC Plant
13	Painting Works of AC Motors and chiller motors.
14	All Electrical works are to be attended
15.	Providing of A.C Operators 3no.s @ 1 in each shift round the clock

SCHEDULE – C

**Brief description of works relating to
Operation and emergency maintenance of Lifts – 2 Nos.**

S.No	Description of Work	Remarks
1	Providing 3 (Three) Lifts operators to run the Lift round the clock and to carry out basic electrical maintenance whenever required.	Annual Maintenance Contract given to OTIS Elevators.

SCHEDULE – D

UNSCHEDULED WORKS

S.No	Description of Work	Remarks
1	Unscheduled works as per the requirement of the Hospital entrusted from time to time.	

Rates may be quoted to indicate the Tender Percentage with reference to DSR rates.

(In case DSR rates are not available for any particular item, local market rates will be considered on actual basis only)

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 work involved with 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 work Tender is synonymous with “Bid” and the works “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 Sub-Clause b.1.
- (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 Acceptances as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein accordance with the provisions of the Contract.
- (ii) “Retention Money” means the aggregate of all monies retained by 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 Drawing 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 remedy of any defects therein. The minimum staff shall be as per description of work mentioned in Schedule.

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.

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.

8. (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.

8.2. Damage to Persons and Property.

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

- (a) Death 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.

9.1 Evidence and Terms of Insurance

- (a) 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 Contractor have been effected.
- (b) The tenderer should produce evidence that his establishment is covered under ESI and PF and about his compliance with relevant rules there at the time of Tendering.

9.2. 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.

10. Default of Contractor in Compliance

In case of default on the Contractor in carrying out such instruction with the time specified therein or, if none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and 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 and the Engineer shall notify the Contractor accordingly.

11. Time for Completion

The Repair and Maintenance work shall be for a period of three months 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 the period.

12. 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 its 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 its representative.

13. 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 defects identifications and its 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 conditions 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.

14. Penalty 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.

15. 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.

16. 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

17. Works to be Measured

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

Incase 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.

18. Method of Measurement

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

19. Monthly Statements and Bills

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 as per schedule.
- (b) Certified bills miscellaneous materials purchased under different heads as per schedule.
- (c) Details of defects/complaints attended and rectified within time.
- (d) Details of complaints attended late.

19.1. Deduction of Income Tax.

The amount to be deducted towards the advance Income Tax shall be at the rate applicable.

19.2 Monthly Payments.

After submission of monthly bill complete in all respects by the contractor, Engineer shall check the bill with the help of contractor and certify for payment within 15 days of the submission of bill.

19.3 Performance Guarantee [5% of the Contract Amount]

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 Annexure 'D'.

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.

19.4 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.

19.5 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.

20. Default of Contractor.

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.

21. 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.

22. 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 questions, 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.

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

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

25. 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.

ANNEXURE 'C'**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.
 - 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 Sewer man shall ensure that 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:-
1. That the normal functioning of ESIC activity is not effected as far as possible.
 2. 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 a each days 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 shall be held responsible for any loss or damage to ESIC property.
 5. The Contractor shall ensure safety of his workers and others at site of work and shall be responsible for any consequence arising out of execution of the 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 near by source of work. The contractor has to make his own arrangement fo use of the same including drawing temporarily lines etc. The responsibility for following relevant rules, regulations and loss in the regard shall be entirely that of the contractor

Enclosure III**FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND**

In consideration of the ESIC having agreed under the terms and conditions of the Agreement No. _____ dated _____ made between ESIC and Second Party (herein called the said Construction Agency _____ for the 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 amount 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.

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.

Contd.. 2...

:: 2 ::

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 or 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 be bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability reason of any such variation, or extension being granted to the said contractor or for 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.

Date the _____ Day of _____ for
 _____ (indicate the name of bank)