



**EMPLOYEES STATE INSURANCE CORPORATION HOSPITAL
PARIPPALLY, KOLLAM, KERALA 691574**

TENDER PAPERS FOR

Annual repair and maintenance works as per the requirement

1. Civil

Issued to

MEDICAL SUPERINTENDENT



कर्मचारी राज्य बीमा निगम अस्पताल,
EMPLOYEES' STATE INSURANCE CORPORATION HOSPITAL
PARIPPALLY, KOLLAM, KERALA - 691574
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Notice Inviting Tender

ANNEXURE 'A'

INVITATION OF BIDS FOR PROVIDING ANNUAL REPAIRS AND MAINTENANCE OF CIVIL WORKS FOR THE YEAR 2012-13 (12 months) FOR THE HOSPITAL BUILDING OF ESIC PARIPPALLY.

Sealed Offers under two envelope system are invited from eligible and registered contractors of C.P.W.D./State P.W.D etc of appropriate class for Providing Annual Repair and Maintenance Works /Services listed above under scope of work in this bid document.

Details of the buildings for which tenders are invited :

Nature of Facility – Hospital/ Hospital Office

Total No. of Buildings –04 Nos.

Toatal Plinth area of the above buildings- 4000 SQ MT(APPX)

The agency will be responsible for Repairs and Maintenance (civil) of following categories of works :

- 1 .Attending blockage of drain pipes, gully traps ,and manholes. Water supply, Sanitary Storm Drainage & Sewage Disposal work.
- 2 Plumbing related maintenance work related to pump house,
- 3 Attending the leakage from taps and valves, sanitary fixtures, fixtures for water supply.etc
4. Cleaning of shafts and keeping the same functional.
5. Occasional replacement of water supply fittings/sanitary fixtures.
6. Periodical cleaning of over head tanks, under ground tanks etc. The date of cleaning to be painted on the surface.
7. Any other such works directly related to civil maintenance of the Hospital.
- 8 Providing of manpower (materials will be provided by ESICH) for the civil Maintenance.

Bid Document :

The blank Tender documents for Annual Repairs and Maintenance works can be obtained from the office of the Medical superintendent, Employee's Sate Insurance Corporation Hospital, Parippally, Kollam during working days **from 05/01/2012 to23/01/2012** on all

working hours between **11 A.M. to 3-30 P.M.** on payment of Tender fee of **Rs. 250/- (Non-refundable)**. DD drawn in favour of ESI Fund a/c No.1 Payable at Parippally

The tender document can also be downloaded from the website www.esic.nic.in And the cost of tender document can be deposited through a separate demand draft/Banker's cheque of Rs250/-towards cost of tender while submitting the tender.

The last date of submission of Tender is **24 /01/ 2012 up to 2.00 P.M.**

The Tenders shall be opened in the presence of the Tenderers, who desired to remain present on the same date at **2.30 P.M.** in the seminar hall of this office.

Medical Superintendent

INSTRUCTIONS TO THE TENDERERS

1. Sealed offers under two envelope system in the prescribed forms are invited from eligible tenderers for Providing Annual Repairs and Maintenance for Electrical works for the year 2012-13 for the ESIC Fospital Buildings as per the notice inviting tender.
2. The estimated cost for the above work is Rs. 216500/-
3. The amount of Earnest Money Deposit (EMD) of Rs.4300/= (Rs. FOUR thousand three Hundred only) shall be in the form of Demand Draft of scheduled Bank issued in drawn in favour of ESI FUND ACCOUNT No.1, payable at Parippally
4. The Earnest Money shall be placed in separate sealed cover by writing the name of work on the envelop. If the Earnest Money found not as per the prescribed manner as mentioned at Sr. no 3 above then , Technical/financial Bid shall not be opened.
5. Tender form duly signed in all respect with necessary Earnest Money Deposit in the prescribed manner as mentioned above shall only be considered. Incomplete and tenders without Earnest Money Deposit shall not be considered.

The blank Tender documents for Annual Repairs and Maintenance works (CIVIL) can be obtained from the office of the Medical superintendent , Employee's Sate Insurance Corporation Hospital, Parippally, Kollam during working days **from 05/01/2012 to23/01/2012** on all working hours between **11 A.M. to 3-30 P.M.** on payment of Tender fee of **Rs. 250/- (Non-refundable)**. DD drawn in favour of ESI Fund a/c No.1 Payable at Parippally .

The tender document can also be downloaded from the website www.esic.nic.in And the cost of tender document can be deposited through a separate demand draft/Banker's cheque of Rs250/-towards cost of tender while submitting the tender.

6. Last date of submission of tender is 24-01-12. up to 02.00 PM
7. Date of opening of tender is . 24-01-12. at 02.30 PM
8. Each and every page of the tender documents should bear the stamp and signature of the person whose name registration exists or he shall be authorized legally or any representative clearly by mentioning the name and stating that the person can sign the tender documents on his behalf. Format I, II & III enclosed shall be filled without exception. The tender shall

also enclose the latest Income Tax Clearance certificate and proof of PAN/VAT/ Works Contract, Tax Registration ETC.

- a) When there is a difference between the rates in figures and in words, the rates which correspond to the amount worked out by the contractor shall be taken as correct.
 - b) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct.
 - c) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the contractor shall be taken correct and not the amount.
10. The site for the work can be seen on any working days during office hours by contacting Medical superintendent , Employee's Sate Insurance Corporation Hospital, Parippally, Kollam.The tenderers are advised to inspect and examine the site and its surroundings and satisfy them selves before submitting the tenders, the form and nature of site, the means of access to the site. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or other wise shall be allowed.
11. The competent authority on behalf of ESIC does not bind himself to accept the lowest or any other tender ,and reserves the right to reject any or all of the tenders without assigning any reasons thereof. All the tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
12. Canvassing whether directly or indirectly, in connection with tenders strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
13. The competent authority on behalf of ESIC reserves with himself the right of accepting the whole or any part the tender and the tenderer shall be bound to perform the same at the rate quoted.
14. The work shall remain open for acceptance for a period of Sixty days from the date of opening of tenders. If any tenders withdraws his tender before the said period, or issue of letter of acceptance/Indent whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable by the ESIC and, shall be without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money .
- 14.1 In case of works with estimated cost put to tender is up to and including Rs 6.00 Lacs (Rs.Six Lacs), then total security Deposit deducted shall be 5(Five)% of the tendered value of the work
15. All rates shall be quoted in the tender form and the amount for each item should be worked out and requisite totals be given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word Rs. should be written before the figure and word P after the decimal figure e.g. Rs 2.15 P and in case

of words, Rupees should be preceded and the word Paise should be written in the end, unless the rate is whole rupees and followed by the word only .

16. On acceptance of the tender, the name of the accredited representative (s) of the contractor, who would be responsible for taking instructions from the authorized officer of the Hospital shall be communicated in writing to the ESIC.
17. Sales tax, Purchase tax, turn over tax , Service tax or any other tax, labour cess, in respect of the contract, payable by the contractor , The ESIC, will not entertain any claim whatsoever in respect of the same.
18. Rates quoted shall be deemed to have inclusive of machinery, tools and plants, etc. & all taxes (including service tax), duties and levies, insurance etc. No escalation of whatsoever nature, shall be payable.
19. The tenderers shall produce of their valid enlistment, Service Tax registration and ESI,EPF registration ETC WHEREVER APPLICABLE, with the appropriate authority.
20. Rates quoted by the agency shall also be inclusive of 1% (one percent) cess on the work done as applicable on the building & other construction workers welfare act 1966 due to the introduction of “The building & other construction works (Regulation of Employment & Conditions of Services Act 1966)”.
21. Earnest money given by all the contractors except the three lowest tenderers shall be refunded within a week from the date of receipt of the tenders. The earnest money given by the other two tenderers (except the one whose tender is accepted) should also be refunded within 15 days of the acceptance of the tender.
22. The envelope containing tender document shall be sealed and clearly superscribed the name of work and the name and address of the tenderer.
23. **Eligibility Criteria :** The tenderer should have minimum two years experience in works of similar nature. The tenderers should have undertaken/completed the similar works in the last 3 years.
 - a. One similar work of value not less than rupees.2.00 lacs per annum.
Or
Two similar works of value not less than rupees 1.00 lacs per annum.
 - b. The tenderer would be required to deploy the manpower at the site of the Employees' State Insurance Corporation Hospital, PARIPPALLY
25. **Submission of bids :** Proposals should be submitted in two separate envelopes namely, 'Technical Bid' and 'Financial Bid' . The technical and financial bids duly sealed in separate envelope and be kept inside a single third envelope which shall clearly superscribed as “Tender for Providing Annual Repairs and Maintenance of (Elect)” due on date **24 /01/ 2012 up to 2.00 P.M.**.The envelope should be clearly marked as 'Technical Bid' (Envelope-I) and 'Financial Bid' (Envelope-II). The third envelope shall contain the Earnest Money Deposited with covering letter.
26. **Evaluation of Technical Bids :** Bids received and found valid will be evaluated by the Employees' State Insurance Corporation 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 Employees' State Insurance Corporation 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 of the proprietor/s or partner/s and related experience of works.
27. **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 desire to attend the opening of financial bid..
28. **Award of work** :
- i. The selection of the agency will be at the sole discretion of the Employees State Insurance Corporation, who reserves the right to accept one or to reject any or all the tenders without assigning any reasons thereof.
 - ii. The contract for Providing Annual Repairs and Maintenance shall be awarded to the best qualified responsive tender.
 - iii. Upon evaluation of offers, the written notification for award of contract will be intimated to the successful tenderer to start the work.
29. Duly filled offer document shall be delivered by Hand Delivery in the office of Employees State Insurance Corporation at the following address
- 30 The General Terms & Conditions for supply of materials or services to the ESIC Hospital, Parippally , 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”.

The Tenderer should provide the complete Postal Address, telephone/Mobile/Fax/E- mail address, etc. while submitting the completed Tender form.

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 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

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.

**Employees State Insurance Corporation Hospital
Parippally,Kollam – 691574**

Sign of Contractor : MEDICAL SUPERINTENDENT

Date :

Place:

ANNEXURE 'B'

SPECIFIC CONTRACT CONDITIONS

1. Scope of work: The scope of work included in such 'A' consists of repair & maintenance of water supply lines, and sewage lines for the smooth functioning of Hospital and its premises
2. Materials: The consumable materials required for the repair work shall be supplied free of cost by the Hospital.
3. Repair works are of urgent nature and same should be executed immediately on demand, it fails to execute within the reasonable time, penalty of Rs. 500/- will be deducted for each work from the contractor.
4. Tools required for respective works shall be provided by the contractor.
5. All the demolished materials/debris to be removed to a distance not exceeding 200 mtrs.
6. All the dismantled items are to be returned to store/Hospital authorities.
7. Contractor shall deploy skilled workers based on the nature of work.
8. Everyday contractor or authorized person should see the complaint lodged by the users in the register which is kept in the administrative section of the Hospital. After rectifying

prescribed complaint the contractor or his authorized person should intimate the completion to Hospital authorities.

9. Contractor shall responsible for pumping, supply and distribution of water for smooth functioning of hospital
10. Security of the pumping station is the responsibility of the contractor
11. Necessary safety precautions to be taken by the contractor while working in the multi-storied buildings.
12. Staff employed by the contractor has to obtain permission from Hospital authorities of ESIC to leave the centre during his duty hours. Attendant/complaint register has to be maintained by the Agency which will be checked by Hospital authorities of ESIC have kept in the reception counter of the hospital.
13. Agency has to execute an agreement with the hospital on a Rs. 100/- stamp paper along with a security deposit of 5% (Five Percentage) of the annual contract value.
14. ESIC reserves the right to terminate the contract at any time if the tender conditions violated by the agency and the work will be awarded to the next lowest tenderer.
15. Employees of ARM(Civil) should be wear uniform with a badge showing the Name of employee, for identification which is to be provided by the agency.
16. The agency will be responsible for the entire water and sewage management system of the Hospital .
17. Sewage system includes smooth flow of sewage and free from any objectional material and if any should be removed immediately.

Period of Contract: 12 Months

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 Employees' State Insurance Corporation and the legal successors in title to Employees' State Insurance Corporation.
 - ii) **“Engineer”** means the person appointed by Employees' State Insurance Corporation to act as an Engineer for the purpose 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 assignees. Changes in the constitution of the firm, if any, shall be immediately brought to the notice of the employer, in writing and approval obtained for continued performance of the contract.
- (b)(i) **“Contract”** means the conditions, the Specifications , the Bill of Quantities, the Tender, the Letter of acceptance, the Contract Agreement (if completed) and such other documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement.
- (ii) **“Specification”** means the specification of the works included in the contract and any modification thereof. The items of works shall be executed in strict accordance of CPWD specifications.
 - (iii) **“Drawings”** means all the completion drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under this contract and all drawings, calculations, samples, patterns, models, Repair/Repairs 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 ,IF ANY, forming part of the Tender.
 - (v) **“Tender”** means the Contractor's priced offer to the Employer for the execution and satisfactory completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract, Specification 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 Employees' State Insurance Corporation in writing.
 - vii) **“Contract Agreement”** means the contract agreement (if any) referred to in Sub-Clause (1.a.iii)
 - viii) **“Appendix to Tender”** means the appendix comprised in the form of Tender annexed to these Conditions.
- (c)(i) **“Commencement Date”** means the date on which the Contractor received the notice to start the works.
- (ii) **“Time for Completion”** means the time period for which the contract for “Annual Repair and Maintenance” has been awarded by the employer to the contractor.
- (d) **“Taking Over Certificate”** means a certificate issued by employer evidencing successful and satisfaction 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 amount retained by the Employer as Security Deposit.

- (f) (i) **“Works”** means the Permanent Works and the Temporary Works of either of them to be executed in accordance under the contract and contract specifications.
- (ii) **“Site”** means the places provided by the Employer for Repair and Maintenance to the Contractor as per list annexed with the tender.
- (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 Tendered

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. The acceptance of tender is deemed to have visited the site and made themselves conversant with the type of works incorporated in this tender.

5. Contractor's Employees

The Contractor shall provide qualified and experienced technical staff on site of work 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 Bill of Quantities.

6. Engineer at Liberty to Object

The Engineer shall be at liberty to object 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 immediately.

7. Safety, Security and Protection of the Environment

The Contractor shall, throughout the execution and till 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.
- iv) All safety rules prescribed by the Government shall be strictly observed to execute the work and safety of manpower deployed.

8. (A) Insurance of work by the Contractor for his liability :

- (i) During the Repair and Maintenance period for loss or damage to the 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.

(B) 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 under Compensation – Act 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.

10.1 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.

10.2 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.

11. Default contractor in Compliance

In case of default on the Contractor in carrying out such instruction within 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 payments due, or to become due, to the Contractor and the Engineer shall notify the Contractor accordingly.

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 of issue of letter and shall stands terminated after the expiry of one year or for the period as stipulated in the

accepted contract agreement.

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 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 found satisfactory as per the opinion of employer or his representative for which, no claims or compensation shall be entertained by the Employer.

14. Defect Identification and its rectifications

Agency shall immediately attend the defects and complaints noticed at he agency shall provide and develop a system for regular Repair and Maintenance of all the services which includes defects identifications and its immediate rectification thereto, 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 six months from the date of completion of work under Bill Of Quantities for 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. 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, the delay is on the part of Repair and Maintenance agency, the employer can impose liquidated damages on the contractor as details 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 payment due or to become due to the Contractor.

17. Instruction for Variations

Quantities given in the Bill Of Quantity and it may increase or decrease 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 for any extra cost.

18. Method of Measurement

The works shall be measured net, notwithstanding any general or local custom, except where otherwise provided in the Contract. The method shall be followed as per the CPWD Norms.

CERTIFICATES AND PAYMENTS

19. Monthly Bill

The Contractor shall submit the details of the complaints attended by him in the prescribed Enclosure -I along with detail of materials used for such repairs and prepare the bill duly certified by the authorized officer of ESICH, PARIPPALLY accordingly and submit by the 24th of every month to the Medical Superintendent

20.1 Deduction of Income Tax

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

20.2 Labour welfare cess @ 1.0 (One) percentage / or the applicable rate as on date ,on the work done shall be deducted from the each bill.

21. Monthly Payments

After submission of monthly statement in all respects by the contractor, The authorized official shall check the statement, with the help of records and certify for making payment .

22. Performance Guarantee:

Within two weeks of issue of letter of intent of work, the Contractor shall submit a Performance Security Bank Guarantee Bond for proper performance of the Contract in the format enclosed as Enclosure III, **if necessary.**

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.

23. Correction of Certificates

The Engineer may have issued any Interim Payment Certificate , the 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 to reduce the value of such work in any Interim Payment Certificate.

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 Contractor, 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.

25. 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.

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 of 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 Arbitrator appointed by the Chief Engineer, Employees' State Insurance Corporation, 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. 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.

MEDICAL SUPERINTENDENT

Sign of Contractor :

Date :

Place:

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. The materials shall be supplied by ESIC on need basis.,as approved by the authorized officer of ESIC.
- 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. 500 per event per hour shall be made from the subsequent payment certificate of the contractor.
- 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 Employees' State Insurance Corporation 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 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 Employees' State Insurance Corporation 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 extending temporarily lines etc. The responsibility for following relevant rules, regulations and loss in the regard shall be entirely that of the contractor.

Sign of Contractor :

Date :

MEDICAL SUPERINTENDENT

Place:

CONTRACT AGREEMENT

This CONTRACT (hereinafter called the “Contract”) is made on theday of the month of, 2012 between Medical superintendent, Employees' State Insurance Corporation, Hospital, Parippally, Kollam 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 Annual Repairs and Maintenance of ESIC Hospital, Parippally.
- (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 and execute the works 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, Format No. I & II	Annexure 'C'
4	Format of Contract Agreement	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/EMPLOYER]

MEDICAL SUPERINTENDENT

FOR AND ON BEHALF OF
[CONTRACTOR]

Sign of Contractor

Date :

Place :

COMPLAINT REGISTRATION FORM

Date
Time
Nature of complaint

Complainant : _____
Signature : _____

Complaint attended.

Date

Time

From

To

Certified that the complaint has been satisfactorily attended.

Contractor

Complaint

Date

To be submitted along with running bills.

MAINTENANCE COMPLAINT REGISTER

<i>S.NO.</i>	<i>Date & Time</i>	<i>Complaint</i>	<i>Nature of Complaint</i>	<i>Complaint attended Date & Time</i>	<i>Remarks</i>	<i>Signature of Contractor</i>

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.	Category of works / Fields	Manpower with more than 10 years experience	Manpower with 5 to 10 years experience	Manpower with lesser than 5 years experience
1	Original/Annual repair works (Electrical)			
2	Original/Repair and Repairs and Maintenance of water supply, plumbing & sewerages, drainage			
3	Electrical Works. a. Degree Engineer b. Dip. Engineer c. Helpers			

NOTE :-

Provide documents in support of the details provided like Degree/Dip. Certificate, letter of appointment & pay scale etc. in above format, failing which the authenticity of the information may not be accepted.

Sign of Contractor :

Date :

Place:

Format II

EXPERIENCE OF COMPANY

Experience of similar Electrical work /annual electrical Repair and Maintenance completed during last three years preceding March 2011 details of completed and on going works, works tendered for etc. **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 of Annual Repairs and Maintenance for Elect works
6	Date of start of the work and the present status
7	Any other details

NOTE :-

Supporting authenticated documents, like certificates from the client in support of each of the above works/project to be furnished in original when asked for.

Sign of Contractor :

Date :

Place:

Place:

FINANCIAL BID
FOR
ANNUAL REPAIR & MAINTENANCE (CIVIL) OF ESIC HOSPITAL,
PARIPPALLY FOR THE YEAR 2012-13(12MONTHS)

Sl. No.	Description	Qty	Rate	Unit	Amount(Rs)
1	Clearing of sewer lines including making trenches wherever necessary and refilling including disposal of sludge etc. as per the direction of the Engineer in charges, throughout the year.	100			
2	Removal of earth from existing manhole and clearing the manhole and disposal of sludge as per the direction of the Engineer in charges, throughout the year during day time	6			
3	Plumber cum Pump operator (Only day duty- 08 Hrs)	365 days			
4	Scavenger (thrice in a month) 03X12	36			
Total					

I HAVE FILLED IN THE RATES AFTER VERIFYING FROM MARKET

NOTE :- The contractor shall take the complaint from the users and attend the same immediately as per the direction of authorized officer of ESIC hospital , parippally. . After attending the complaint he will show the Diary of complaint / certificate from users in token of work has been attended.

If the agency fails to attend the complaint in the specified time as mentioned, then the department may got the complaint attended by engaging labour and obtaining material from the open market and twice the amount shall be recovered from the agency.

Sign of Contractor with seal :.....

Date :

Place:

MEDICAL SUPERINTENDENT,