

GENERAL CONDITIONS OF CONTRACT Annexure 'B'

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 incorporation in the letter of Acceptance or Contract Agreement (if completed).
- (ii) “Specification” means the specification of the Works included in the Contract and any modification thereof.
- (iii) “Drawings” means all the completion drawings, calculations and technical information of a like nature provided by the Engineer to be Contractor under the Contract and all drawings, calculations, samples, patterns, models, Repair and Repair and Maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Engineer.
- (iv) “Bill of Quantities” means the priced and completed bill of quantities forming part of the tender.
- (v) “Tender” means the Contractor’s priced offer to the Employer for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance. The word Tender is

synonymous with “Bid “and the words “Tender Documents” with “Bidding Documents”.

- (vi) **“Letter of Acceptance”** means the formal acceptance of the tender by ESIC.
- (vii) **“Contract Agreement”** means the contract agreement (if any) referred to in Sub Clause.
- (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 letter 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.
- (iii) **“Works”** means the Permanent Works and the Temporary Works or either of them to be executed in accordance with the contract.
- (iv) **“Site”** means the places provided by the Employer for Repair and Maintenance of ESI DISPENSARIES/Branch Offices/Staff Quarters, DELHI/New Delhi.
- (v) **“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- 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 and format-III.ESIC has the authority to get the attendance of contractual staff marked with the help of Aadhar Enabled Biometric Attendance System (AEBAS) for which Contractor shall provide Aadhar numbers of the staff members and assist for their registration in AEBAS.

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 Engineers.

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:

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

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
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.

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 letter commencement and shall stand terminated after the expiry of One Year .

13. Extension of Time for Completion.

The Repair and Maintenance contract may be extended on the written mutual consent of both Employer and Contractor for a further period may be up to 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 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 Employer/Engineer and IMO Incharge 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 Employer 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 and electric 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.

(c) For Maintenance works including works of up-gradation, aesthetic, special repair, addition/alteration; (As per C.P.W.D contract condition 12.2B In the case of Extra item(s) being the schedule item (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

MEASUREMENT

18. Works to be measured - The Engineer shall be determined 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 rates.**

19. Method of Measurement

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

CERTIFICATES AND PAYMENTS

20. Monthly Statements

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

- a. Attendance sheets duly verified by nodal IMO Incharge along-with salary certificates, wages sheets of all the workers and staff deployed against item No.' A'. The agency is bound to make timely payment to its deployed workforce duly complying with all statutory dues and the same is not solely dependent on in-turn payment by the ESIC.
- 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 late.
- 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 all the IMO Incharges of dispensaries regarding satisfactory attending of complaints on the format enclosed as encl. -V.
- g. The agency has to submit claims along with statement (Hard and soft copy in MS Excel) duly showing progressive and exhausted BoQ figures. The agency will also provide details of work done with required description to be mentioned in standard Measurement Book. The quantity mentioned in the BoQ is estimated quantity and is subject to change as per requirement of the Corporation.

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, Engineer shall check the bill with the help of contractor and certify for payment within 15 days.

23. Performance Guarantee

Within two weeks of award of work, the Contractor shall submit a Performance Security for proper performance of the contract in the format enclosed as Enclosure –III for an amount of Rs. -----/- (Rs. Only/-)i.e, 5% of the estimated cost of the tender in the form of guarantee/Demand Draft/FDR.

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

The performance security can be encashed by the Employer to recover any amount which is payable by the contractor to the Employer on any account for a cause arising out of the contract.

24. Correction of certificates

The Engineer may be 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.¹

25. 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
- b. After giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled

under the Contract.

26. Default of Contractor

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

26.2 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.

27. Amicable Settlement of Dispute

The party shall use their best efforts amicably all disputes arising out of or in connection this contract or the interpretation thereof.

28. Arbitration

Any dispute and differences relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof in respect of which:-

Amicable settlement has not been reached. Shall be referred to the Sole Arbitration of the Chief Engineer, ESIC who shall proceed as per the Arbitration Act, 1996.

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

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

29. Bidders are required to sign Integrity Pact as per format in Annexure 'F' of this tender document and has to be abided by the conditions of this Integrity Pact and specific directions, if any, of the Committee to be nominated by the ESIC at a later stage. Bidders will upload the Integrity Pact signed by them only as 2nd party and ESIC will sign the Integrity Pact as buyer & 1st party after opening the bids at later stage.

ANNEXURE- C

Particular Conditions of Contract

1. CPWD specifications shall be followed. Where not available, BIS/Engineering practice as directed by the Engineer shall be followed.
2. Complaints shall be made in the format(Enclosure-1)
3. 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.
4. Formats of Performance Guarantee and Contract Agreement are at Enclosure III and IV respectively.
5. All emergent Repair and Maintenance related complaints shall be attended to within twenty fours 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 of the contractor.
6. In the event of failure to attend the complaint within 3 days IMO Incharge 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.
7. The Sewer-man shall ensure that all lines are maintained in a clean condition by carrying out preventive cleaning of all lines at least once each month.
8. All types of spares and accessories should be available with the vender for the quoted equipment.
9. Labour charges component (as specified in the Analysis of Rates published by CPWD) will not be admissible on BoQ items repaired/replaced/maintained with the help of workforce deployed permanently by ESIC. Transportation charges of Labour to attend the complaints at different locations will be borne by the contractor.
10. Repair should be conducted as per standard accepted guideline for equipment repair.

11. The bidder shall have to provide two regular preventive maintenance services in a year, besides attending any number of calls as and when required, AMC holder should also calibrate equipment free of cost at regular intervals.
12. Each and every complaint/call will be attended within 24 hours, failing which next successful bidder(s) or other outside firms/companies can be approached to repair the machines/equipments at the risk and cost of the firm, to which the AMC has been originally awarded. In case any equipment witnesses break-down for more than 120 hours for want of visit and/or non-submission of estimate, a penalty of 3% of the total cost of the AMC of the equipment per week may be levied till it is repaired and final acceptance certificate is issued by the department concerned, with the exception in condition of Force Majeure.
13. Repair should be done in the dispensary/office/staff quarter premises, as far as possible. If it is necessary to take equipments to the workshop, proper written permission or gate pass should be obtained from competent Authority. The equipment/instrument shall be returned under all cases within a week of its removal from the dispensary/office/staff quarter premises, otherwise it is the responsibility of the bidder/firm to provide an alternative/instruments at their cost and also have to obtain a store receipt of valuable scrap items from ESIC officer incharge/caretaker.
14. Firm's representative/engineer shall be required to specify which spare parts need to be changed/replaced on the service report before leaving the hospital premises. Any change in estimate thereafter will not be summarily acceptable.
15. Agency is bound to submit estimate of spares need to be changed within 48 hours of inspection.
16. Annual Maintenance Contract would be continued subject to the satisfaction of the Directorate(M),Delhi and may be terminated at any time without assigning any reason.
17. It may also be noted that there should be no negligence in providing services of any type, if any, complaint is received, the contract will be terminated with immediate effect.
18. In case, the contractor notices any part of the equipment missing, the same shall be brought to the notice of the officer In-charge, otherwise responsibility for the same will be fixed on the AMC holder contractor.
19. Firm has to provide warranty/guarantee on replaced spare for 6 (Six) months at least or as provided by the manufacturer.

20. In the event of any breach/violation of conditions of the contract, security money is liable to be forfeited.
21. Contract holder will not be allowed to sublet the work to any other agency.
22. If any Tenderer fails to fulfill the above terms or violate any above terms his tender will be rejected summarily without assigning any reason or justifications.
23. The quantity mentioned against each items in abstract A,B & C is provisional and liable to change. However, the exact quantity will be intimated at the time of award of contract.
24. AMC contract will be valid for only one years from date of award which can be extended by competent authority on mutual terms.
25. Lowest rates certificates should have submitted by the firm in respect to AMC/CMC rates as well as spars rates also.
26. The battery connection should be examined and tested as per manufacturer schedule.
27. The detectors should be checked for correct operation with a test fire at least once in a year.
28. Routine maintenance, inspection and testing of all extinguishers should be carried at least once in a month to make sure that these are in working condition.
29. Weekly checking of smoke detectors and manual call boxes from a circuit to be checked by inducing smoke.
30. All routine preventive maintenance for firefighting system should be done as per manufacturer schedule.
31. Regular cleaning/ dusting of water supply pump station
32. Regular checking of water supply pumps, motors, Pump station panel, Water line etc.
33. Regular checking of & tightening of all terminal connections of equipment/ cables on monthly basis in winters & on fortnightly basis in summers.
34. The neutral connections are vital & need constant tightening monthly basis in winters & on fortnightly basis in summers.

35. The contractor shall ensure smooth & uninterrupted water supply day to day basis in the entire Office Building & Campus.
36. The replacement of HPSV lamps of different wattage in Electrical BoQ with LED street lights must cover a warranty of minimum 18 months from date of installation on the whole LED fixture including accessories and to be replaced by contractor free of cost if fixture get faulty during the warranty period.
37. Regular checking & tightening of all terminal connections of starters.
38. Replacing the defective material if required immediately under notice to ESIC Engineer or incharge.
39. Operation & maintenance of existing earthing system.
40. The contractor shall maintain a record of all existing earthing detailing numbers of existing earthing at different locations in the Building & Campus.
41. Regular checking of earth connections continuity.
42. Regular checking & tightening of all earthing connections.
43. Filling up of water in all the earthing pits once in a fortnight in summers & twice in two months in winter.
44. Replacing the defective material if required immediately under notice to ESIC.
45. Maintaining a record of tightening in the register & put up the same to the Engineer In charge for verification. In addition to above, the contractor shall also be responsible for the following in the entire Staff Quarters & Campus covering including external lighting in the open area.
46. Regular checking for overheating/abnormalities of all connections, cables, terminals & connectors.
47. Regular checking for overheating/abnormalities of various circuit breakers, Relays, Starters, Panels, Resistance type starters & Speed regulators used in Motors/fan etc. Carbon brushes in commuting motors.
48. Regular cleaning & upkeep of lights in Building & Campus such as cleaning of tube light fittings, fans, switches, Electrical cable

racks/ducts/shafts, Db's etc.

49. Check regularly condition of wiring, earthing & connections for tightness.
50. Checking & cleaning the contacts/connections on individual light/power point switches etc.
51. Tightening neutral & phase connection in the AC metal-clad box all Split/window Ac's installed in the Building & Campus.
52. Repairing of the faulty circuits.
53. Switching ON/OFF all the internal & external (Pathway & boundary) lights in the entire Building & Campus, AC's and other services i.e. LT panels, capacitors and changeovers etc. on daily basis & as & when required.
54. The maintenance of Window and split AC installed at D(M)D Tilak vihar, Dispensary, Branch offices must be completed in the month of February to March (Pre- summer) and August to September (Post-summer) satisfactorily and if after that period maintenance is done it will be treated as break-down maintenance and 75% amount of sanctioned BOQ amount of that particular item will only be paid at the satisfaction of the ESIC engineer or in charge.
55. The logbook of DG sets and load register of power transformer must be maintained properly and maintenance details is to be registered in the log book or load register on daily basis.
56. Each and every work of civil and electrical should be informed before start of work and completion of work and get inspection of work conducted as desired by engineer in-charge/D(M)D
57. In respect of items/machinery covered under comprehensive maintenance, the tenderer shall submit schedule of maintenance of each such item within one month of commencement of contact.
58. As the work will have to be carried out in building and area in use the contractor shall ensure:-
59. That the normal functioning of ESIC activity is not effected as far as possible.
60. That the work is carried out in an orderly manner without noise and obstruction to flow of traffic.

61. That all rubbish etc. is disposed off at the earliest and the place is left clean and orderly at the end of each days work.
62. 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 be held responsible for any loss or damage to ESIC property.
63. 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.
64. When instructed to do so, the contractor shall ensure proper record keeping and storing of irreparable/dismantled material.
65. **Water and electricity shall be made available free of cost at near by source of work.** The contractor has to make his own arrangement for use of the same including drawing temporarily lines etc. The responsibility for following relevant rules, regulations and loss in the regard shall be entirely that of the contractor.
66. **The contractor has to mandatorily seek the approval of competent authority of ESIC of the works having a expenditure of reasonably high value before execution.**

ADDITIONAL PARTICULAR CONDITIONS OF CONTRACT

67. For the services to be operated and maintained by the Contract for which lump sum amounts have been quoted, the following shall apply:-
Operation and Maintenance of 11 KV Sub-stations, Pumping Systems etc.
68. All the above plant and equipments etc. shall be taken over after recording the complete details of make, date of manufacture etc. including their running conditions.
69. During the contract period, the same shall be operated and maintained by the Contractor including supply of all spares, materials, labour, T&P etc. and including consumables like Engine oil, transformer oil etc. complete. The maintenance and operation shall meet all the requirements of the concerned statutory authorities. At the end of the Contract Period, the equipments/system shall be handed over back to ESIC in the condition in which they were taken over, normal wear and tear accepted.
70. **Note:-** All breakdowns/faults shall be attended to immediately and rectified

promptly.

71. Only genuine/original spare parts shall be used while carrying out the maintenance work.
72. Any major repair involving overhaul of engine, rewinding of motors, replacement of major components like compressor etc. is excluded from the scope of work and shall be paid for on actuals. However, if the repairs/replacement arises out of negligence of the Contractor or his staff, the same shall be carried out by the Contractor at his own cost. Prior approval of the Engineer is to be obtained for any such major repair/replacement skilled & safety devices are to be used for operation & maintenance of Elec stairs & equipments & pumps and all electrical accessories. In case of lapse in performing above duties & negligence in operation of equipments resulting in accidents/loss of life/ damage to equipments etc. It will be responsibility of the contractor to bear all losses at his own risk & cost.
73. The contractor shall depute qualified and experienced staff for running and maintenance of the Systems/Equipments.
74. The contractor shall follow all instructions conveyed to him by the concerned ESIC officials regarding maintenance of the above.
75. Comprehensive servicing & overhauling of Transformer, DG set , H.T& LT. Panel should be attend from authorized dealer/ manufactures with prior approval from the Deptt.

76. Horticulture :-

77. The garden, lawn, potted plant etc. shall be taken over after listing out the same. The same shall be maintained for the contract period. During this period, all inputs like manure, replacement of plant, watering, clearing weeds, trimming, housekeeping etc. including all material labour and tools, replacement plants etc. shall be provided so that the garden is maintaining in a neat and healthy condition. The same shall be handed back to ESIC in such condition at the end of the contract period.
 - a. Plantation regularly at least every 3 Months.
 - b. Ornamental plantation all type.
 - c. Seasonal flower plants supplied & put to site.
 - d. Outdoor/Indoor plants at Dispensaries & D(M)D Office.

- e. Landscaping & maintenance of open areas in Dispensaries & D(M)D Office.
- f. Provision of Portable Fountain as desired by higher officers.
- g. Proper/Timely care of indoor/outdoor Plants.
- h. Supplying of Plants earthen/potted in healthy condition.
- i. Timely trimming of big trees inside Dispensaries & D(M)D office.
- j. 10. Every Month washing of plants with shower water.

Enclosure -II

MAINTENANCE COMPLAINT REGISTER

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

(This format is subject to amendment as per requirements of the Corporation)

Enclosure - III

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

In consideration of the ESIC having agreed under the term and conditions of the Agreement No. ___ dated _____ made between ESIC and Second Party (hereinafter the said Construction Agency _____ for the work _____ hereinafter called the said agreement) to production of irrevocable bank guarantee for Rs. _____ (Rupees _____) as a security/Guarantee from the Construction Agency for compliance of his obligations in accordance with the terms and conditions in the said agreement, We _____ (hereinafter referred as to "the Bank" hereby) (Indicate the name of the bank) Undertake to pay to the ESIC an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the ESIC.

2. We _____ do hereby undertake to pay the amounts due and

payable under this Guarantee without any demure, merely on a demand from the ESIC stating that the amount claimed is required to meet the recoveries due or likely to be due from the Second Party. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

3. We, the said bank further undertake to pay to the ESIC any money that is demanded notwithstanding any dispute or disputes raised by the Second Party in any suit or proceeding pending before any court or Tribunal relating thereto, a liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of a liability for payment there under and the Second Party shall have no claim against us making such payment.

4. We _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would taken for the performance of the said agreement and that it shall continue to enforceable till all the dues of the ESIC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or Engineer-in-Charge on behalf of the ESIC certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Second Party and accordingly discharges this guarantee.

5. We _____ (indicate the name of Bank) further agree

with the ESIC that. The ESIC shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the ESIC against the said Second Party and to bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act of omission on the part of the ESIC or any indulgence by the ESIC to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.
7. We _____ lastly undertake not to revoke this guarantee except with the previous consent of the ESIC in writing.
8. This guarantee shall be valid upto _____. Unless extended on demand by ESIC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry of the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

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

provisions of the contract; and

- b. The Client shall make payments to the Consultants 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]

**Director (Medical) Delhi
ESIC Dispensary complex,
Tilak Vihar, New Delhi-110018**

FOR AND ON BEHALF OF
[CONTRACTOR]

.....

Enclosure – V

Monthly report in respect of attending of the complaints

Name of Dispensary.....

It is hereby certified that M/s has attended all the complaints sent to the agency up to the month of

Complaints received during the previous month of have been attended to satisfactorily and no complaints is pending.

INCHARGE

SIGNATURE OF IMO-

STAMP

Date.....

(INTEGRITY PACT DOCUMENT)

(To be executed on plain paper and signed by the bidders as 2nd part before uploading as bid document. ESIC as 1st part will sign this IP at later stage after opening of bids)

PRE-CONTRACT INTEGRITY PACT

General

1. This pre-bid contract agreement (hereinafter called the Integrity Pact) is made on _____ the day of the month of _____ year 2017, between on one hand of ESIC under the administrative control of Ministry of Labour and Employment, Govt. of India acting through Director (Medical) Delhi (hereinafter called the “Buyer” which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the First Part and M/s _____, represented by, _____, Chief Executive Officer (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the Second Part.

WHEREAS the BUYER proposes to procure **Annual Repair & Maintenance Services** and the Bidder/Seller is willing to offer/has offered the stores/services.

2. Whereas the Bidder is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the President of India.

Objectives

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

3.1 Enabling the Buyer to obtain the desired said stores/services at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

3.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and

the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

Commitments of the Buyer

4. The Buyer Commits itself to the following:-

4.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/service provider/integrator/owner of the property/authorised agent and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. Previous Transgression

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify bidder's exclusion from the tender process.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8. Earnest Money/Security Deposit

8.1. Every bidder, while submitting commercial bid, shall deposit an amount* as specified in the tender document as Earnest Money/Security Deposit, with the buyer through any of the following instruments:-

- (i) Bank Draft or a Pay Order in favour of "ESIC Account No. 1 Central".
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the D(M)D, ESIC, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment.
- (iii) Any other mode or through any other instrument, as stated in tender document.

8.2. The Earnest Money/Security Deposit shall be valid till the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later.

8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

8.4 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the

same without assigning any reason for imposing sanction for violation of Integrity Pact.

8.5 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

9. **Company Code of Conduct**

9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

10. **Sanctions for Violation**

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- (ii) The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- (vi) To cancel all or any other Contracts with the Bidder.

(vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.

(viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

(ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependant upon Government servant.

(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

11. Fall Clause

11.1 The Bidder undertakes that he has not supplied/is not supplying the similar

items/services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India/ institution and if it is found at any stage that the item/service was supplied by the Bidder to any other Ministry/Department of the Government of India/institution at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

13. **Examination of Books of Accounts**

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

14. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. New Delhi or as decided by the BUYER.

15. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

16. **Validity**

16.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

16.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

17. Both the parties signing this integrity pact shall be abided by the provisions of this pact and will follow the guidelines of Independent External Monitors or any other monitoring committee nominated by the competent authority for the purpose at any stage.

18. The Parties hereby sign this Integrity Pact on ___/___/2017.

Director (Med)Delhi (1st part)

BIDDER (2nd part)

Witness

1. _____

2. _____

Witness

1. _____

2. _____

Appendix-I

LIST OF ESIC DISPENSARIES					
S. NO	NAME OF SUB GROUP	NAME OF DISPENSARIES	PLINTH AREA (APPROX.) SQM	NO. OF STAFF QUARTERS	No. of Electric Sub - Station
	West Zone	1 JAWALA PURI *	370	8	
		2 DWARKA *	791		
		3 MAYAPURI-I	438		
		4 MAYAPURI-II	611		
		5 TILAK VIHAR	1142	10+42	1
		6 NAJAFGARH (R)	260		
		7 Raghbir Nagar	561	8	
		8 MAYAPURI-I (B.O)	290		
		9.TAGORE GARDEN Ext (B.O)	560		
		Total	5023	68	1
		NORTH ZONE	1 ROHINI SEC-V (N)	1073	
	2 WAZIRPUR *		579		
	3 JAHANGIRPURI		320		
	4 AZADPUR		353		
	5 MANGOLPURI		1012	24	
	6 NARELA®		319		
	7. Subzi Mandi		346	2	
	8 SHASTRI NAGAR				
	9.SUBZI MANDI (B.O)		150		
	10.SHASTRI NAGAR (B.O)		450		
	Total		4602	26	
3	South Zone	1 KALKAJI *	686		
		2 TIGRI	449		
		3 OKHLA (MODI MILL)	325		1& 2 Nos lifts
		4 OKHLA -Ph-1	307		
		Total	1767	--	
4	EAST ZONE	1 SEELAMPUR (N)	420		
		2 V.K. NAGAR	145		
		3 MAYUR VIHAR	396		
		4 PAHARGANJ	498	1	
		5 MORI GATE	458	3	
		6 Nand Nagri	1222		
		7.MORI GATE (B.O)	250		
		8.NAND NAGRI (B.O)	350		
	Total	3739	4		
	SWZ	1 FACTORY ROAD (N)	771	12	

		2 MEHRAULI ®	235		
		3 JANGPURA	490		
		Total	1496	12	
	Central Zone	1 NIA KAMPURA (N)	664	22	
		2 I BLOCK KAMPURA	192		
		3 INDER LOK	413		
		4 MADIPUR	777		
		Total	2046	22	
		Grand Total	18673	132	2

Not 1 ® Indicates dispensaries in private rented building

2 * indicates locl branch office also in the dispensary complex

3(N)indicates nodal IMO Incharge who will verify the attendance of staff deployed for category 1 to III listed in format -IIIA. For the category of pump operators concerned IMO Incharge will verify the attendance . In case of Tilak Vihar staff deployed for electric sub station attendance will be verified by the IMO Incharge Tilak Vihar, N. Delhi.

Appendix-II

Details of staff quarters of ESI Dispensaries

S. No.	Name of the Dispensary	Type-I	Type-II	Type-III	Type-IV	Type VI	Total
1	Factory Road	4	4		2	2	12
2	Morigate	1	1	1			3
3	NIA-I, Karampura	4	10	6	2		22
4	Tilak Vihar Old		10				10
5	Tilak Vihar New	8	20		14		42
6	Mangolpuri	8	8	8			24
7	Jwalapuri		8				8
8	Paharganj	1					1
9	Raghubir Nagar				8		8
10	Subzi Mandi				2		3
	Total	26	61	15	28	2	132

Appendix-III

Details of ESI Dispensaries where Borehole Tubewell and pumping machinery (submersible pump set and Monoblock Horizontal Centrifugal pump set) are installed.

S.No.	Name of	No. of Pump	Remarks
-------	---------	-------------	---------

	Dispensary	Operator	
1	FACTORY ROAD	1	
2	MORI GATE	1	
3	NIA KARAMPURA	1	
4	TILAK VIHAR	1	
5	MANGOLPURI	1	
6	JAWALAPURI	1	
7	JANGPURA	1	
8	KALKAJI	1	
9	SEELAMPUR	1	
10	TIGRI	1	
11	DWARKA	1	
12	Okhla M.M	1	
13	Madipur	1	
14	Nand Nagari	1	
15	Subzi Mandi	1	
16	Raghubir Nagar	1	
	Total	16	

Appendix-IV

Norms for annual repairs and maintenance for Civil works

The following quantities of works are to be executed during the year 2018-2019 as per norms of ESIC
Quantities to be executed

S. No	Items of work	In Dispensaries Building	Office Block	Residential Building
1	White washing	50%	50%	50%
2	Distemper	50%	50.00%	50%
3	Enamel Painting	50% in other area 100% in corridor,	50%	33.33%

4	Snocem/Acrylic Pant	33.33%	33.33%	33.33%
5	Cleaning and disinfecting of waters storage/distribution tanks, and water mains	Four times in a year	Twice in a year	Twice in a year
6	Cleaning of manholes /gully chambers / inspecting chamber	Twice in a year	Once in a year	Once in a year
7	Cleaning of storm water drains	Once in a year	Once in a year	Once in a year
8	Painting of Steel water tanks inside with bitumastic paint	100%	50%	50%
9	Polishing wooden doors/windows with spirit polish/ polish/ synthetic acrylic polish	20%	20%	20%
10	Collection of water samples for physical, chemical and bacteriological test jointly for user for confirming water potability as per BIS standard	Four times in a year	Twice in a year	Twice in a year