



ANNEXURE – 'A'

REGIONAL OFFICE,
ESI CORPORATION
143 STERLING ROAD, CHENNAI-34

NOTICE INVITING e-TENDER

Name of work : Annual Repairs and Maintenance (Civil & Electrical) works at Virudhanagar, Sivakasi, Rajapalayam, Dindigul and Palani ESI Dispensaries, Branch offices and Staff quarters for the year 2019-20.

The Additional Commissioner & Regional Director, ESIC, Chennai invites digitally Sealed e-tenders under (two bid system) in the prescribed format are invited from Registered/enlisted contractors for Annual Repairs and Maintenance (Civil & Electrical) works at Virudhanagar, Sivakasi, Rajapalayam, Dindigul and Palani ESI Dispensaries, Branch offices and Staff quarters for the year 2019-20.

Schedule of e- tender

Details of e-tender			
1.	Mode of tendering	Online bidding system through https://esictenders.eproc.in	
2.	Type of tender	Two bid system	
3.	Value put to tender	₹7201599/-	
4.	EMD	₹144100/-	
Time schedule of e-tender :			
S.No.	Particulars	Date	Time
1.	Date of publishing e-tender	20-02-2019	10.00 am
2.	Last date of online bid submission	14-03-2019	10.30 am
3.	Last date for submission of EMD with hard copy of scanned e-tender document	14-03-2019	10.30 am
4.	Due date of opening of e-Tender (Technical Bid)	14-03-2019	11.00 am

Bidder should carefully read all the terms & conditions before submitting their tender. The invitation to e-tender is subject to fulfillment of instructions and conditions as per schedules below:

Chapter I	Instruction regarding e-tendering
Chapter II	Instructions and Tender conditions

Any change in the tender shall be uploaded in the below mentioned website only, hence the tenderers may visit the website regularly. (<https://esictenders.eproc.in>, <https://eprocure.gov.in> & www.esichennai.org)

Additional Commissioner & Regional Director

Chapter I

1. Instruction regarding e-tendering

Important Instructions for Bidders regarding Online Payment

All bidders/contractors are required to procure Class-IIIB Digital Signature Certificate (DSC) with Both DSC Components i.e. Signing & Encryption to participate in the ETenders.

Bidders should get Registered at <https://esictenders.eproc.in>.

Bidders should add the below mentioned sites under Internet Explorer - Tools - Internet Options - Security - Trusted Sites - Sites of Internet Explorer :

<https://esictenders.eproc.in>

<https://www.tpsl-india.in>

<https://www4.ipg-online.com>

Also, Bidders need to select "Use TLS 1.1 and Use TLS 1.2" under Internet Explorer - Tools - Internet Options - Advanced Tab - Security.

Bidder needs to submit Bid Processing Fee charges of Rs. 2495/- (non-refundable) in favour of M/s. C1 India Pvt. Ltd., payable at New Delhi via Online Payment Modes such as Debit Card, Credit Card or NetBanking for participating in the Tender.

Bidders can contact our Helpdesk at <https://esictenders.eproc.in/html/Support.asp>

Chapter II

2. Instruction and Tender conditions

2.1. Details of the project for which tenders are invited are as follows:-

Annual Repairs and Maintenance (Civil & Electrical) works at Virudhanagar, Sivakasi, Rajapalayam, Dindigul and Palani ESI Dispensaries, Branch offices and Staff quarters for the year 2019-20.

2.1.1 SCOPE OF THE SERVICES TO BE PROVIDED:-

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

- ⊙ Building repair and maintenance of civil nature.
- ⊙ Building repair and maintenance of Electrical nature.
- ⊙ Operation of Electric equipments.
- ⊙ Water supply, Sanitary, Plumbing Maintenance work.
- ⊙ Sewage Disposal work.
- ⊙ Supply of Labour for day-to-day maintenance & operation.

2.2 INSTRUCTIONS TO THE TENDERERS

2.2.1. The interested bidders should submit the tender through online only at <https://esictenders.eproc.in> from 20-02-2019 to 14-03-2019 upto 10.30 am.

The tender document can be obtained by downloading it in pdf format from <https://eprocure.gov.in> & www.esichennai.org. In addition to e-tender which has to be filed online the bidder also shall be required to file hard copies of Tender documents duly completed along with Earnest Money Deposit (EMD) and supported by requisite documents and the forms, as mentioned in the tender document which should be submitted with covering letter in a sealed envelope (Please Refer instruction No. 2.2.19) duly superscribed with the name of work and should be dropped in the tender box at

**The Additional Commissioner & Regional Director,
Regional Office,
ESI Corporation
143 Sterling Road,
Chennai-600034**

latest by 10.30 am on 14-03-2019.

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

2.2.3. For all practical purposes, the e-tender shall be considered for evaluation, however in case of any disputes, the physical documents (Uploaded) would be scrutinized.

2.2.4. The amount of earnest money deposit (EMD) is ₹144100/- (**Rupees One Lakh Forty Four Thousand One Hundred Only Only**) and should be paid in the form of Demand Draft/Pay Order, drawn from any scheduled Bank in favour of ESI Fund A/C No.1 payable at Chennai.

2.2.5. Tender form shall be duly filled up and completed in all respects. Incomplete tenders or tenders without EMD shall be treated as invalid.

- 2.2.6. Each and every page of the scanned documents (hard copy) should bear stamp and signature of the authorized representative/quoting firm. Format I & II enclosed shall be filled without exception. The tenderer shall also enclose the copies of documents in support of details about the firm besides Income Tax Returns,ESI, EPF& GST registration along with last six months payment Receipt and Completion Certificate for the works.
- 2.2.7. The envelope containing scanned tender document shall be sealed and bear the name of the work and the name and address of the tenderer.
- 2.2.8. Conditional tender are liable to be rejected.
- 2.2.9. The tender for the work shall remain open for acceptance for a period of 90 days from the date of opening of tender.
- 2.2.10. The Competent Authority of ESIC, reserves the right to accept or reject any tender or all tenders without assigning any reason.
- 2.2.11. EMD of unsuccessful tenderers shall be refunded within a month.
- 2.2.12. Date and time of opening of tender is **14-03-2019** at 11.00am. The tender shall be opened in presence of Tenderer / Authorised Representatives who choose to be present.
- 2.2.13. Rates given are firm and fixed and are inclusive of cost of manpower, material, machinery, tools, plant, duties, cess, levies, insurance and all statutory taxes such as GST &Labour Welfare Cess etc.
- 2.2.14. The rates quoted in online tender will be final. No escalation of whatsoever nature shall be payable later on.
- 2.2.15. The site for the work can be inspected on any working day during office hours by contacting the ESIC Engineers.
- 2.2.16. However, the responsibility toward payment of GST lies with the contractor.
- 2.2.17. These above instructions shall form a part of the contract document.

2.2.18 Eligibility criteria:

- I. Registration with any state PWD / CPWD / Govt. under takings with current validity for both Civil and Electrical works with appropriate class.
- II. The tenderer should have minimum three years experience in the field of annual repair and maintenance of (Civil and Electrical) works with Government Organisation / PSU / Government Undertakings and documentary evidence with copies of work orders and completion certificate shall be enclosed inthe formats I & II as annexure Part 'A'
- III. The tenderer should have successfully completed the following work in the last 7 years.
- (i) One Annual Repair and Maintenance (Civil & Electrical) work ofvalue not less than **Rs.5761300/-**
- Or
- (ii) Two Annual Repair and Maintenance (Civil & Electrical) works, eachvalue not less than**Rs.3600800/-**
- Or
- (iii) Three Annual Repair and Maintenance (Civil & Electrical) works each value not less than **Rs.2880700/-**
- (iv) The tenderer should have minimum in-house manpower to cover requirements of Formats III (A) and (B).

- (v) Average Annual financial turnover during the last three financial (2015-16, 2016-17,2017-18) years should be at least **Rs.2160500/-** and statement to be authenticated by Chartered Accountant. The Successful tenderer shall be required to establish its office within the site of the work in the space provided by the ESIC.
- (vi) The Tenderer must have Electrical License in the name of Company which is not less than "EA". I e. Grade "A" issued by Electrical Licensing Board.
- (vii) The tenderer must be registered with following statutory authorities and must also furnish self attested copies of supporting documents
 - (i) ESI, EPF, GST along with last six months payment receipts.
 - (ii) Any other registration which is mandatory for such agencies stipulated by concerned authorities from time to time.
- (viii) The following documents must be submitted along with the Tender documents:
 - (i) Audited Balance Sheet of Last three financial years (2015-16, 2016-17, 2017-18) along with Income and Expenditure Statement (P&L Account & Audit Reports signed by Chartered Accountant to be submitted)
 - (ii) Income Tax returns for last three financial years (2015-16, 2016-17, 2017-18)

2.2.19. **Submission of bids:** Bidders should submit the tender through online only at <https://esictenders.eproc.in>, hard copy of the same proposals should be submitted in separate envelopes namely, "EMD" and "Technical Bid" and "Financial Bid" are duly sealed in two separate envelopes and these two envelopes must be kept inside a separate big size third envelope and clearly superscribed as "**Annual Repairs and Maintenance (Civil & Electrical) works at Virudhanagar, Sivakasi, Rajapalayam, Dindigul and Palani ESI Dispensaries, Branch offices and Staff quarters for the year 2019-20.**" The envelope should be clearly marked as "**Technical Bid & EMD**" (Envelope-I) and "**Financial Bid**" (Envelope-II).

2.2.20. The Technical Bids dropped in the tender box will be opened first and Demand Draft for the EMD will be verified and after satisfying the EMD conditions the tender will be considered for evaluation of Technical Bid

2.2.21. **Evaluation of Technical Bids:** After satisfying EMD, the technical bids will be evaluated by the committee to ascertain the qualifying criterion i.e. works experience, eligibility criteria, financial background etc.. The tenders will be evaluated based on the information sought for in the prescribed formats I, II & III of part A". All documents in support of details and work completion certificates etc., should bear the stamp and signature of the authorized representative / quoting firm and shall be enclosed with the Technical Bid.

2.2.22. **Financial Bid:** The financial bid of the tenderer, whose technical bid is found to be qualified as per prescribed eligibility criteria and same will be opened in the presence of the tenderer, who choose to attend during the opening of financial bid. Minimum of two days notice will be given to the tenderer for this purpose.

2.2.23. **Award of work:**

- (i) Contractor to whom the work is awarded will have to execute the work himself. He will not be allowed to sub-let the work to any other agency.

- (ii) The selection of the agency will be at the sole discretion of the ESIC who reserves its right to accept or reject any or all the proposals without assigning any reason.
- (iii) The contract for the Annual Repairs & Maintenance of (Civil and Electrical) works shall be awarded to the qualified responsive tenderer who has quoted lowest.
- (iv) Upon evaluation of offers the notification on award of contract will be intimated to the successful tenderer.

2.2.24. PERFORMANCE GUARANTEE:

The successful tenderer will have to submit a performance guarantee at the rate of 5% of the contract value for proper performance of contract in the format enclosed (Enclosure-III) within 15 days of award of contract. The performance guarantee shall be valid for the duration of one year contract plus 60 days period. The performance security can be encashed by the Employer to recover any amount which is payable by the contractor to the Employer on account for a clause arising out of the contract. An agreement between the ESIC & successful bidder will be entered into on Rs.100/- non-judicial stamp paper. Stamp Value will be borne by the successful bidder.

2.2.25 Delay / late tenders for whatever be the reason will be summarily rejected.

2.3. GENERAL CONDITIONS OF CONTRACT

Definitions and interpretation

2.3.1. Definitions

- (a) In the contract (as hereinafter defined) the following works 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 (and such further 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.
 - (iii) "Drawings" means all the completion drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract.
 - (iv) "Bill of Quantities" means the priced and competed 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 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 "Bid Documents".
 - (vi) "Letter of Acceptance" means the formal acceptance of the tender by ESIC.
 - (vii) "Contract Agreement" means the contract agreement (if any) referred to in (b) (i) above.
 - (viii) "Appendix to Tender" means the appendix comprised in the form of Tender annexed to these Conditions.
- (c)
- (i) "Commencement Date" means the date upon which the Contractor receives the notice to commence the works.
 - (ii) "Time for Completion" means the time period for which the contract of Repair and 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 remedying of any defects therein in accordance with the provisions of the Contract.
- (ii) "Retention Money" means the aggregate of all monies retained by the Employer.
- (f) (i) "Works" means the Permanent Works and the Temporary Works or either of them to be executed in accordance with the contract.
- (ii) "Site" means the places provided by the Employer for **Annual Repairs and Maintenance (Civil & Electrical) works at Virudhanagar, Sivakasi, Rajapalayam, Dindigul and Palani ESI Dispensaries, Branch offices and Staff quarters for the year 2019-20.**
- (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

2.3.2. Engineer's Duties and Authority

The Engineer shall carry out the duties specified in the Contract.

2.3.3. 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 of cost solely for the purpose of this contract.

2.3.4. Sufficiency of Tender

The Contractor shall be deemed to have based on his Tender on the data made available by the Employer and on his own inspection and examination of this site conditions.

2.3.5. 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 remedying of any defects therein.

2.3.6. Engineer at Liberty to Object

The Engineer shall be at liberty to object to and request the Contractor to remove forthwith from the works any person provided by the Contractor, who in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the works without the consent of the Engineer. Any person so removed from the Works shall be replaced as soon as possible by a qualified person approved by the Engineer.

2.3.7. Safety, Security and Protection of the Environment

The Contractor shall, throughout the execution and completion of the works and the remedying of any defects therein:

- i) Have full regard for the safety of all persons entitled to be upon the site and keep the site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons, and
 - ii) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works or for the safety and convenience of the public or others, and
 - iii) Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods or Repair.
- (a) Insurance of work by the Contractor for his liability :
- i) During the Repair and Maintenance period for loss or damage to property and life arising from a cause for which contractor is responsible.
 - ii) For loss or damage occasioned by the Contractor in the course of any Repairs carried out by him for the purpose of complying with his obligations.

It shall be 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 all times during the period of contract.

2.3.8. 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 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.

2.3.9. 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.

2.3.10. 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 start of work at the site that insurance required under Contract have been effected.

2.3.11. 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.

2.3.12. Time for Completion

The ARM work shall be for a period of one year from the date as mentioned in the letter of commencement and shall stand terminated after the expiry of contract period/Extended period.

2.3.13. 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 reasonable period. However, employer reserves 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.

2.3.14. Defect Identification and its rectifications

The Contractor shall immediately attend the defects and complaints noticed at site. The Contractor shall provide and develop a system for regular Repair and Maintenance of all the services which includes defects identifications and 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.

2.3.15. 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.

2.3.16. 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 amount due or to become due to the Contractor.

2.3.17. Instruction for Variations

Quantities given in the BOQ are estimated quantities. The quantity of any particular item may vary to any extent. Variation in quantity in particular items or overall cost, does not entitle contractor claim any extra cost. No new item or additional quantity of work shall be executed without written approval of competent authority.

MEASUREMENT

2.3.18. Works to be measured for BOQ items

The Engineer shall determine by measurement of the value of actual work done in accordance with the Contract and the Contractor shall be paid proportionately.

2.3.19. 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

2.3.20. Monthly Statements

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

- (a) Attendance sheets along-with salary certificates, wages sheets of all the workers and staffs deployed against BOQ.
- (b) Respective ECR copy and challan for ESI & EPF.
- (c) Evidence for payment of salary through bank accounts.
- (d) Certified bills miscellaneous materials purchased under different heads not covered in BOQ
- (e) Details of defects/complaints attended and rectified within time.
- (f) Details of complaints attended late.
- (g) Log sheets / books of DG set and any other log details as per BOQ.

2.3.21. Deduction of Income Tax and Labour cess

The amount to be deducted towards TDS of Income Tax, GST and labour cess shall be at the rates applicable.

2.3.22. Monthly Payments

The contractor shall submit the measurements by 7th day of each month. After inspection and verification of same by engineers the contractors shall submit the complete bill in all respects. The Engineer shall clear the bill and certify due amounts for payment within 15 working days.

2.3.23. Correction of Certificates

The Engineer may by any Interim Payment Certificate make any correction or modification in any previous Interim payment Certificate which has been issued by him, and shall have authority, if any work is not being carried out to his satisfaction, to omit or reduce the value of such work in any interim Payment Certificate.

2.3.24. Final Certificate

Within 28 days after receipt of the Final Statement, and the written discharge the Engineer shall issue to the employer (with a copy to the Contractor) a Final Certificate stating:

- (a) The amount which, in the opinion of the Engineer, is finally due under the Contract, and
- (b) After giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled under the Contract.

2.3.25. Default of Contractor

- 2.3.25.1 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.
- 2.3.25.2 In the event of termination of the contract, the employer shall be at liberty to get balance work done at the risk and cost the contractor and due payment of the contractor, if any shall be released after the completion of whole of the works.
- 2.3.26. **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.
- 2.3.27. **Arbitration.**
Any dispute and differences relating to the meaning of the specifications, design, 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 of 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.
- 2.3.27.1 The work under the contract shall continue, during the Arbitration proceedings.
- 2.3.27.2 The award of the Arbitrator shall be final, conclusive and binding on both the parties
- 2.3.29. 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.
- 2.3.30. All the recoveries regarding TDS of Income Tax,GST, Labour Welfare Cess etc. will be deducted from the contractors" payment and remittance will be made to the respective departments.
- 2.3.31. The Contractor shall procure all the materials required for the work and the materials shall be in accordance with the relevant specifications of CPWD/IS specification/manufacturers specifications. The materials shall be got approved by the ESIC Engineer before it is consumed into works. The contractor shall also arrange all the required plant and machinery.
- 2.3.32. The contractor shall also be responsible for proper handing over of the dismantled materials to ESIC Engineer along with details of the same in writing.
- 2.3.33. Disposal of building rubbish/malba/ similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading at the approved municipal dumping ground.

2.4. PARTICULAR CONDITIONS OF CONTRACT

- 2.4.1 CPWD specifications shall be followed and where same is not available, BIS/Engineering practice as directed by the Engineer shall be followed.
- 2.4.2. Complaints shall be made in the format (Enclosure – I)
- 2.4.3. 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.
- 2.4.4. Formats of Performance Guarantee and Contract Agreement are at Enclosure III and IV respectively.
- 2.4.5. All emergent Repair and Maintenance related complaints shall be attended to within two hours failing which a recovery of Rs. 100 per hour shall be deducted from the subsequent payment certificate of the contractor.
- 2.4.6. In the event of failure to attend the complaint within 3 days the Competent Authority 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
- 2.4.7. 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.
- 2.4.8. Any damage caused to the building during the execution of work shall be the responsibility of the Electrical contractor. The damage so caused shall have to be made good to the entire satisfaction of the Engineer-in-charge. The decision of the Engineer-in-charge shall be final and binding.
- 2.4.9. Dismantled material shall be returned to the department at Regional Office otherwise recovery for the same shall be made at current market rates.
- 2.4.10. All hardware items such as screws, thimbles, connectors, earth/neutral terminals, wires etc., which are essentially required for completing any item of work as per specifications will be deemed to have been included in the item even when the same have not been specifically mentioned.
- 2.4.11. All T&P including ladders, wire drawing equipment, electrical chase cutting equipment, drill machine, meggar, earth resistance testing equipment etc., required for the work shall have to be arranged by the contractor. No T & P shall be issued by the department.
- 2.4.12. The staff engaged by the contractor shall possess valid electrical license should be well behaved, polite and courteous. Any complaint against staff on behavior shall be taken very seriously and such staff should be removed by the contractor immediately from the site and arrange replacement for the same failing which the Engineer-in-charge has the power to cancel the contract and the contractor shall have no claim of loss / compensation for this.
- 2.4.13. All the debris generated are to be cleared on daily basis and coordination/ cooperation is to be made with other agencies.
- 2.4.14. All the Fixtures supplied/ fixed under this contract shall be under warranty (wherever applicable) for respective warranty period. It shall be the responsibility of Contractor for repairing/ replacing whatsoever applicable.
- 2.4.15. As the work will have to be carried out in building and area in use the contractor shall ensure :
 - i. That the normal functioning of ESIC activity is not affected as far as possible.

- ii. That the work is carried out in an orderly manner without noise and obstruction to flow of traffic.
- iii. That all rubbish etc. is disposed off at the earliest and place is left clean and orderly at the end of each day's work.
- iv. The contractor shall ensure that his Repair and Maintenance staff is qualified and licensed for their part of work. He shall be responsible for their conduct. The staff should behave in a courteous manner. The contractor shall be held responsible for any loss or damage to ESIC property.
- v. The contractor shall ensure safety of his workers and other at site of work and shall be responsible for any consequence arising out of execution of the Repair and Maintenance work.
- vi. When instructed to do so, the contractor shall ensure proper record keeping and storing of irreparable/dismantled material.

2.5 ADDITIONAL PARTICULAR CONDITIONS OF CONTRACT

Horticulture:-

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

Operation and Maintenance of DG set

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

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

Water leak-proof work

Any water proofing work executed during the contract period guarantees that water proofing treatment given by agency will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract. The agency should submit the guarantee for Water Proofing as per **APPENDIX – 25** of CPWD Works Manual 2014.

NOTE :

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

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

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

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

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

(TO BE TYPED ON BIDDER'S LETTER HEAD)
UNDERTAKING

To,

**The Regional Director
Regional Office,
ESI Corporation,
143 Sterling Road
Chennai-600034.**

Sub: Tender for Annual Repairs and Maintenance (Civil & Electrical) works at Virudhanagar, Sivakasi, Rajapalayam, Dindigul and Palani ESI Dispensaries, Branch offices and Staff quarters for the year 2019-20- Reg

Sir,

1. I/We hereby agree to abide by all the terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We shall deploy only physically and mentally fit personnel.

Signature

Name

Seal

Technical Bid**ESI Hospital****Check list of the documents to be submitted with the tender**

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

S.No	Items	Yes / No
1	EMD	
2	Tender form with complete technical bid with all pages serially numbered , signed and stamped on each page	
3	Audited Balance sheet of last three years with details of annual turnover, profit/loss account etc (2015-16, 2016-17, 2017-18)	
4	Income tax statement of last three years with income tax clearance certificate. (2015-16, 2016-17, 2017-18)	
5	Attested photo copy of Pan card	
6	ESI Registration certificate copy with last six months payment receipt details	
7	EPF Registration certificate copy with last six months payment receipt details	
8	GST Registration certificate copy with last six months payment receipt details	
9	Documents in support of contracts fulfilled in last 3 years along with their values in support of the experience and financial credibility with TDS (Form-26 AS)Certificate	
10	Satisfactory completion of contract certificate from previous organizations	
11	Copy of Registration/enlistment with Central/State Govt/PSU/Autonomous Bodies.	
12	Copy of Staff / Employees qualification certificate / Electrician license etc. as per BOQ	
13	Copy of Electrical License issued by the Competent authority	
14	Any other details	

PART-A
(Technical Bid)
Format - I

a. BRIEF DESCRIPTION OF THE FIRM

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

1	NAME OF TENDERING COMPANY / FIRM / TENDERER		:	
2	NAME OF OWNER / DIRECTORS		:	
3	FULL PARTICULARS OF OFFICE			
	a)	Address	:	
	b)	Telephone No	:	
	c)	Fax No	:	
	d)	E-Mail Address	:	
4	FULL PARTICULARS OF THE BANKERS OF COMPANY / FIRM /.			
	a)	Name of the Bank	:	
	b)	Address of the Bank	:	
	c)	Type of Account and Account No.	:	
	d)	MICR/IFSC code	:	
5	REGISTRATION DETAILS			
	a)	PAN / GIR No.	:	
	b)	GST Registration No.	:	
	c)	Valid Electrical Contractor's License	:	
6	WHETHER THE AGENCY IS BLACK LISTED BY ANY STATE/CENTRAL GOVT		:	
7	TURN OVER OF THE FIRM FOR THE FINANCIAL YEAR			
	a)	2015-16	:	
	b)	2016-17	:	
	c)	2017-18	:	

b. With an outline of the experience of the firm for similar works during last three years

Sl.No.	Fields	Manpower with more than 10 years experience	Manpower with 5 to 10 years experience	Manpower with lesser than 5 years experience
1	Repair and Maintenance Works(Civil)			
2	Laying/Repairs of water supply, plumbing & sewerages, drainage etc.			
3	Electrical works			

Note :-

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

Format II

EXPERIENCE OF COMPANY

Experience of relevant and similar work of Annual Repair and Maintenance (Civil and Electrical) Works completed during last three years proceeding December 2018 and ongoing works. Use separate sheet for each work.

1	Project title & Location	
2	Name of the client and address	
3	Describe area of participation (Specific work done/services rendered by the applicant)	
4	Period of work done/services rendered for the Project	
5	Total cost of work/AMC cost	
6	Date of start of the work and the present status	
7	Any other details	

Note:-

* Self-attested supporting documents like certificates from the client in support of each of the above projects to be furnished.

FORMAT III

MANPOWER DEPLOYMENT SCHEDULE

A. Capacity of deploying the following manpower in daily shifts as mentioned against each :

Sl. No	Category	Nos.	Remarks
1.	As per BOQ		

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

Sl.No	Category	Monthly expected deployment	Remarks
1.	As per BOQ		

Note :- Only licenced/certified electricians/operators shall be deployed. Preferably the other skilledworker deployed shall also be licensed/certified. Licence of electricians to be enclosed. Other certificates of technical qualification also to be enclosed. They should be well equipped with all required tools & measuring instruments.

All the above labourers of the contractors shall wear uniform and badges identifying their category and name in English and local language. All safety accessories such as gloves, helmets, safety belts etc shall be provided for the labourers by the contractor. The contractor is fully responsible for the safety of their labourers.

PART B

Name of work: Annual Repairs and Maintenance (Civil & Electrical) works at Virudhanagar, Sivakasi, Rajapalayam, Dindigul and Palani ESI Dispensaries, Branch offices and Staff quarters for the year 2019-20.

ABSTRACT OF COST

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

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

NOTE :-

- (i) The Contractor shall maintain an inventory and use common miscellaneous sundry materials (screws, nails, washers, internal fitting of taps, valves, tanks etc., plumbing thread, safeda, clamps, hooks, cement & patch repairs etc.) which are required for the work the cost of which is included in the above item.
- (ii) The above rates shall include the cost of any assistance of unskilled/semi-skilled persons required by the skilled workers.
In case of absence of any of the above mentioned workers without providing suitable replacement, an amount of Rs.300 per day shall be recovered as liquidated damages per person per day of absence.
Supply of workers on call:-The workers listed in format III B shall be available on call with 24 hours notice at the rates mentioned against each.

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

Sl.No.	Category	Monthly expected deployment (to be filled by ESIC)	Rate	Amount	Remarks
1.	As per BOQ				
2.					
3.					

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

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

C. BILL OF QUANTITIES – Measurable items

(i) Items of works (Columns 1 to 4 to be filled by ESIC)

Sl.No.	ITEM OF WORK	UNIT	QTY	RATE	AMOUNT
1	2	3	4	5	6
	ASPERBOQ ATTACHED				

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

The work shall be carried out as per the enclosed programme.

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

If the contractor fails to complete the work in time, liquidated Damages @ 1.25% of the total value of work under measurable items of work above shall be recovered subject to a maximum of 5% of the above total value.

D. Items of material supplied for use by Labour in Format III (Columns 1 to 4 to be filled by ESIC)

Sl.No.	ITEM OF SUPPLY	UNIT	QTY	RATE	AMOUNT
1	2	3	4	5	6
	ASPERBOQ ATTACHED				

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

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

COMPLAINT REGISTRATION FORM

Date

Time

Nature of complaint

Signature of Complainant _____

Name _____

Complaint attended _____ (Name) Date

Time

From

To

Certified that the complaint has been satisfactorily attended.

Contractor

Complainant

Date

To be submitted alongwith running bills.

MAINTENANCE COMPLAINT REGISTER

Sl.No	Date & Time	Complaint	Nature of Complaint	Complaint Attended by Name Date & Time	Remarks	Signature of Contractor

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

In consideration of the ESIC having agreed under the terms and conditions of the Agreement No. _____ dated _____ made between ESIC and Second Party (herein called the said Construction Agency _____ for the work _____ hereinafter called the said agreement) to production of irrevocable bank guarantee for Rs. _____ (Rupees _____ only)

as a security/Guarantee from the Construction Agency for compliance of his obligations in accordance with the terms and conditions in the said agreement,

We _____ (hereinafter referred as to "the Bank" hereby)
(indicate the name of the bank)

Undertake to pay to the ESIC an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the ESIC.

2. We _____ do hereby undertake to pay the 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 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 form 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 reasons 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. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

7. We _____ lastly undertakes not to revoke this guarantee except with the previous consent of the ESIC in writing.

8. This guarantee shall be valid upto _____. Unless extended on demand by ESIC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____(Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry of the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ for _____
(indicate the name of bank).

CONTRACT AGREEMENT FORMAT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____ 2019 between Regional Office, ESIC, Chennai on the one hand (hereinafter called the Employer) and on the other and _____ (hereinafter called the Contractor)

Whereas

- a. the client has accepted the offer of the Contractor to provide certain services for Annual Repairs and Maintenance (Civil & Electrical) works at Virudhanagar, Sivakasi, Rajapalayam, Dindigul and Palani ESI Dispensaries, Branch offices and Staff quarters for the year 2019-20.
- b. the contractor, having represented to the client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this contract Agreement.

Now therefore the parties hereto hereby agree as follows:

- 1.0 The following documents attached hereto shall be deemed to from an integral part of this contract:

1.	Instruction to Tenderers	Annexure 'A'
2.	General Conditions of Contract	Annexure 'B'
3.	Particular conditions of contract along with Enclosure I, II, III & IV	Annexure 'C'
4.	BOQ	Annexure 'D'
5.	Undertaking	Annexure 'E'
6.	Checklist of documents submitted with tender	Annexure 'F'

- 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 provision 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)

FOR AND ON BEHALF
OF (CONTRACTOR)

**The Additional Commissioner & Regional Director
Regional Office, ESI Corporation
Chennai-34.**