



SUB REGIONAL OFFICE MAROL
EMPLOYEES' STATE INSURANCE CORPORATION
(An ISO 9001:2008 Certified organization)
"PANCHDEEP" BHAVAN: P.9, ROAD No.7
MIDC, ANDHERI (E), MUMBAI-400 093.

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No.35/D/34/14/ARM/CIVIL/2012

Date:-12/06/2017

NOTICE INVITING TENDER

E-tenders in two bid systems through e-procurement solutions are invited from leading Electrical Repair and Maintenance works Agencies for the ARM Electrical 2017-2018 for **Annual Repair & Maintenance of Electrical works at Sub Regional Office Panchdeep Bhavan, Marol, Andheri (E) Mumbai-400093 for the year 2017-18** as per the guidelines and terms & conditions given in tender document. Tender documents are available on line from 12/06/2017 at <https://esictenders.eproc.in>. The approximate value of ARM Electrical Work is Rs 27,66,492/-. Bidders have to deposit the Earnest Money Deposit (EMD) of Rs.55,330/- in the form of Demand Draft/Bankers Cheque drawn in favour of "ESI FUND A/c No. 1" payable at Mumbai.

S.No	Name of work	Estimated cost (Rs.)	Earnest money (Rs)	Time allowed for completion of work
1)	Annual Repair & Maintenance of Electrical works at Sub Regional Office Marol Panchdeep Bhavan and Branch Offices under jurisdiction of SRO Marol, Andheri (E) Mumbai-93 for the year 2017-18.			
	(a) Electrical Work	27,66,492/-	55,330/-	12 Months

The interested tenderer should upload their technical & financial bids along with duly signed scanned copies of all relevant certificates, documents, etc., in support of their technical bids on the e-tender portal <https://esictenders.eproc.in>. latest by 27/06/2017 up to 03.00 p.m. The Technical Bids will be opened on 28/06/2017 at 2.30 p.m.

Tender document is also available for viewing on the website of Employees' State Insurance Corporation i.e., www.esic.nic.in. & www.esicmaharashtra.gov.in

Jt.DIRECTOR (I/c)

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*** See additional pages for Financial Bid***

Important Instructions for Bidders

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 E-Tenders.

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

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

Bidder needs to submit Bid Processing Fee charges of Rs. 2495/- (non-refundable) in the form of Demand Draft from any scheduled bank, in favour of M/s. C1 India Pvt. Ltd. payable at New Delhi for participating in the Tender.

Along with the Demand Draft, Bidder needs to send a covering Letter mentioning about the Payment Details, Company Name, Address, Payment towards ESIC Bid Processing Fees (Mention the Tender ID and Tender Title).

The payment should reach at the below mentioned address, one day before the due date and time of Bid Submission:

Kind Attn: Mr. Mohit Chauhan
C1 India Pvt. Ltd.
301, Gulf Petro Chem Building, 1st Floor,
Udyog Vihar, Phase – 2,
Gurgaon, Haryana - 122015

Note: Payment will be Approved only after physical receipt of Demand Draft.

I)	SCOPE OF SERVICES
	Annual Repair & Maintenance of Electrical works at ESIC Sub Regional Office Panchdeep Bhavan, Marol, Andheri (E) Mumbai-400093 for the year 2017-18
II)	ELIGIBILITY CONDITIONS FOR BIDDERS
i	The tenderer should have minimum three(03) years experience as on 31/12/2016 in the works of similar nature.
ii	The tenderers should have successfully completed the following works in the last seven(07), years:ending last day of the month previous to the one in which applications are invited should either of the following:-
a	One similar work of value not less than Rs.22,13,194/- (i.e 80% of the estimated cost put to tender)
	OR
b	Two similar work of value not less than Rs 16,59,895/- (i.e 60% of the estimated cost put to tender)
	OR
c	Three similar work of value not less than Rs 11,06,597/- (i.e 40% of the estimated cost put to tender) (similar works means ARM of Electrical works in Govt/Semi-Govt organization.)
iii	The tenderer should have minimum in house manpower to cover the requirement of formats II(A) and (B)
iv	The contractor must have been registered in Central/State Govt./Engg. PUC or any Government body in appropriate category and class
v	VAT Registration Certificate
vi	Service Tax Registration Certificate
vii	PAN Card
viii	Should have Registration under ESI &EPFO
ix	Bidder should have valid license to carry out Electrical works
x	The firm will have to provide a certificate that they have not been indicted by any criminal, fraudulent or anti-competition activity.
xi	Firm Should not be blacklisted by any Govt.Department.
III	EARNEST MONEY DEPOSIT (E.M.D)
a	The amount of Earnest Money Deposit (E.M.D.) of Rs.55,330/- (Rupees Fifty Five Thousand Three Hundred and Thirty Only) in the form of Demand Draft/Bankers Cheque drawn in favour of “ESI FUND A/c No. 1” payable at Mumbai. Should be kept in envelope mentioning Company name and shall be dropped on or before 27/06/17 upto 3.00 p.m. in the Tender Box placed at ESIC Sub Regional Office Marol, General Branch, MIDC Andheri (E). The Bids received without submission of DD of EMD will summarily be rejected.
b	Unsuccessful bidder's EMD will be returned without any interest within 30 days after finalisation of award/contract from the date of opening of the Tender.
c	The Successful bidder's EMD will be discharged upon the bidder signing the contract and furnishing the performance security

IV	SUBMISSION OF BIDS
a)	The Technical Bid and Financial Bid Should be submitted on-line
b)	The Technical Bid should be submitted along with scanned copies of the following
1)	Income-Tax Returns for three Financial Years, i.e 2013-14, 2014-15 &2015-16
2)	Scanned copy of Demand Draft of EMD
3)	Proof of Registration of ESIC, EPFO
4)	Proof of Registration of VAT and Service Tax
5)	Copy of Work Order from Government Department/PSU/Reputed Companies
6)	Copy of Valid License to Carry Civil Work.
7)	Copy of PAN Card
8)	Copy of Work Order of Last Three Years and the work order showing fulfillment of eligibility as required under II) ii) a) to c) on page no.4, if beyond three years.

V	Evaluation of Technical Bids:
	Bids received will be evaluated by the ESIC to ascertain the technical qualification on the basis of information and documents required and submitted on-line by the bidders

VI	FINANCIAL BID
	The Financial Bid of the Bidders, who are found to be eligible will be evaluated by the ESIC SRO Marol

VII	AWARD OF WORK
a)	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.
b)	The contract for the Annual Repairs & Maintenance shall be awarded to the best qualified responsive Bidder
c)	Upon evaluation of Offers, the Notification of contract will be intimated to the successful Bidder

VIII	Terms And Conditions of The Tender
1	The Contract shall initially be a for a period of One Year and may be further extended for a period upto one year subject to satisfactory performance on the same terms and condition. The rates approved shall remain unchanged during the period of contract. The contract can be terminated by giving one month notice by either party in writing.
2	The amount of earnest money deposit (EMD) shall be Rs.55,330 (Rupees Fifty Five Thousand Three Hundred and Thirty only/-) in the form of Demand Draft/Bankers Cheque drawn in favour of “ESI FUND A/c No. 1” payable at Mumbai.
3	Tender form shall be complete in all respect. Incomplete tenders or tenders without E. M. D shall be treated as invalid.
4	Last date of submission of tender is 27/06/2017 by 3.00 p.m..
5	Date and time of opening of tender is 28/06/2017 at 2.30 p.m..
6	Each and every page of the tender documents should bear the stamp and signature of the authorized representative. Format I, II, III enclosed shall be filled without exception. The tenderer shall also enclose the latest Income Tax Clearance Certificate and proof of VAT/ Works Contract Tax, Service Tax where applicable.
7	The rates for each and every item shall be quoted in Figure and words. In case of any discrepancy in rates, the rates written in words shall prevail.
8	The site for the work is available and can be seen on any working day during office hours by contacting care taker.
9	The Competent Authority of ESIC, reserves the right to accept or reject any tender or all tenders without assigning any reason.
10	Conditional tenders are liable to be rejected.
11	The tender for the work shall remain open for acceptance for a period of 90 days from the date of opening of tender.
12	These instructions shall form a part of the contract document.
13	The EMD of unsuccessful tenderers shall be refunded within one month after the award of work to the successful tenderer. EMD of successful tenderer shall be refunded along with the settlement of final bill of work on written request of the tenderer.
14	Rates quoted shall be firm and fixed and are inclusive of cost of manpower, material, machinery, tools and plant etc., all taxes (including service tax), duties and levies, insurance etc. no escalation of whatsoever nature shall be payable.

TECHNICAL BID (PART A)
BRIEF DESCRIPTION OF THE FIRM

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

- a) Name of the firm.
- b) Year of registration
- c) Type of firm (Individual/Proprietary/Limited Company or any other)
- d) In house facilities available in following fields.

Sr. No.	Fields	Manpower with more than '03' years experience	Manpower with less than '03' years experience
01.	Original/Repair works(Electrical)		

Note: -

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

EXPERIENCE OF COMPANY

(Experience of relevant and similar work of Annual Repair & Maintenance completed during last three years preceding March, 2016 and on going 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:

Supporting documents like certificates from the client in support of each of the above projects to be furnished.

GENERAL CONDITIONS OF CONTRACT

Definitions and Interpretation

1. Definitions

- (a) In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
- i. “Employer” means the ESIC and the legal successors in title to ESIC.
 - ii. “Engineer” means the person appointed by ESIC to act as Engineer for the purposes of the Contract.
 - iii. “Contractor” means an individual or firms (proprietary or partnership) whether incorporated or not, that has entered into contract (with the employer) and shall include his/its heirs, legal representatives, successors and assigns. Changes in the constitution of the firm, if any shall be immediately notified to the employer, in writing and approval obtained for continued performance of the contract.
- (b)
- i) “Contract means these conditions, the Specification, the Bill of Quantities, the Tender, the Letter of acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).
 - ii) “Specification” means the specification of the Works included in the Contract and any modification thereof.
 - iii) “Drawings” means all the completion drawings, calculations and technical information of a like nature provided by the Engineer to the 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 Document” 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 9.1
 - VIII) “Appendix to Tender” means the appendix comprised in the form of Tender-annexed to these Conditions.
- (c)
- i) “Commencement Date” means the date upon which the Contractor receives the notice to

commence the works.

- ii) “Time for Completion” means the time period for which the contract of Repair and Maintenance has been awarded by the employer to the contractor.
- (d) “Taking Over Certificate” means a certificate issued by employer evidencing successful completion of the awarded work.
- (e) i) “Contract Price” means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.
- ii) “Retention Money” means the aggregate of all monies retained by the Employer.
- (f) i) “Works” means the Permanent Works and the Temporary Works of either of them to be executed in accordance with the contract.
- ii) “Site” means the places provided by the Employer for “ESIC Sub Regional office at Marol,Mumbai
- iii) “Cost” means all expenditure properly incurred or to be incurred, whether on or off the Site, including over head and other charges but does not include any allowance for profit.

ENGINEER

2. Engineer’s duties and authority

- (a) The Engineer shall carry out the duties specified in the Contract.

3. Custody and Supply of Drawings and Documents

The Drawings shall remain in the sole custody of the Employer/ Engineer, but copies as required thereof shall be provided to the Contractor free solely for the purpose of this contract.

4. Sufficiency of 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.

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 Engineer.

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 the responsibility of contractor to notify the Insurance Company of any change in the nature and extent of the works and to ensure the adequacy of the Insurance cover at all times during the period of contract.

8. 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 confirm 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) All labour laws, minimum wages, provident fund and ESIC Acts to be complied where ever applicable.
- (d) 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 work award letter. The date commencement shall start from the date of issue of work award letter and shall stand terminated after the expiry of one year.

13. Extension of Time for Completion

The Repair and Maintenance contract may be extended on the written mutual consent of both Employer and Contractor for a further period of one year. However, employer reserves its right to terminate the Repair and Repair and Maintenance contract by giving 15 days notice at any time during the currency of the contract if the services of the agency are not satisfactory as per the opinion of employer or its representative.

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 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.

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 Instructions

In case of default on the part of the Contractor in carrying out defect rectification works, the Employer/ Engineer shall be entitled to employ and pay other persons to carry out the same and if such work, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor.

17. Instructions for variations

Quantities given in the BOQ are estimated quantities. The quantity of any particular item and overall cost may vary to extent. Variation in quantity in particular items or overall cost, does not entitle contractor to claim any extra cost.

MEASUREMENT

18. Works to be Measured for Bill of Quantities 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. 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.

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 along-with salary certificates, wages sheets of all the workers and staffs deployed against item no. 'A'.
- (b) Certified bills miscellaneous materials purchases under different heads against item no. 'A'

not covered in Format III D.

- (c) Details of defects/ complaints attended and rectified within time.
- (d) Details of complaints attended late.
- (e) Test certificate of material used and tests carried out for quality control as required by the specifications and Engineers.

21. Deduction of Income Tax

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

22. Monthly Payments

The contractor shall submit monthly bill complete in all respects by the 7th day of each month. The Engineer shall clear the bill 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 Annexure III @ 5% of contract amount. The performance guarantee shall be valid for the duration of the contract period plus 60 days. The performance security can be encashed by the Employer to recover any amount which is payable by the Contractor to the Employer on any account for a cause arising out of the contract.

24. Default of Contractor

24.1 If the performance of the contract 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.

24.2 In the event of termination of contract employer shall be at liberty to get balance works done at the risk and cost of the contractor and due payment of contractor, if any, shall be released after the completion of whole of the work.

25. 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.

26. 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.

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

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

PARTICULAR CONDITIONS OF CONTRACT

- I) CPWD specifications shall be followed. Where not available, BIS/ Engineering practice as directed by the Engineer shall be followed.
- J) Complaints shall be made in the format (Enclosure-I).
- K) 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.
- L) Formats of Performance Guarantee and Contract Agreement are at enclose III and IV respectively.
- M) All Repair and Maintenance related complaints shall be attended to within two hour failing which a recovery of Rs. 100 per event per hour shall be made from the subsequent payment certificate of the contractor.
- N) 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.
- O) As the work will have to be carried out in building and area in use the contractor shall ensure:-
- P) That the normal functioning of ESIC activity is not effected as far as possible.
- Q) That the work is carried out in an orderly manner without noise and obstruction to flow of traffic.
- R) That all rubbish etc. is disposed off at the earliest and the place is left clean and orderly at the end of an each days work.
- S) 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.
- T) 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.
- U) When instructed to do so, the contractor shall ensure proper record keeping and storing of irreparable/ dismantled material.
- V) 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.

Additional Particular Conditions of Contract :

For the services to be operated and maintained by the Contractor , the following shall apply :-

Fire Fighting and Alarm System:-

The systems, equipments etc. shall be taken over recording the details of the fire fighting and alarm system and their running conditions. During the maintenance period, the same shall be maintained by the Contractor providing all material, labour and T&P etc. required. The same shall be maintained to the satisfaction of the concerned statutory authorities and clearances obtained from them as per requirements. The systems shall be handed over in the same conditions as it was taken over, normal wear and tear accepted.

Operation and Maintenance of Sub-stations, Pumping systems and DG sets etc.:-

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 . The maintenance and operation shall meet all the requirement of the concerned Statutory Authorities. At the end of the contract period, the equipment / system shall be handed over back to ESIC, in the condition in which they were taken over, normal wear and tear is permitted.

NOTE:

All breakdowns/faults/Minor repairs shall be attended to immediately and rectified promptly.

Day to day operation and maintenance of equipments

providing and maintaining log book for the equipments

Any major repair involving overhaul of engine, rewinding of motors, replacement of major components like etc. is excluded from the scope of work and shall be paid or on actual. 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.

COMPLAINT REGISTRATION FORM

Enclosure-I

Date

Time

Nature of complaint

Complainant:.....

Signature:.....

Complaint attended.

Date

Time

From

To

Certified that the complaint has been satisfactorily attended.

Contractor

Complainant

Date

To be submitted along with running bills.

MAINTENANCE COMPLAINT REGISTER

S. No.	Date & Time	Location	Nature of Complaint	Complaint attended 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..... (Rupeesonly).

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

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

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 up to Unless extended on demand by ESIC.

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.(Rupeesonly) 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 _____, 2017 between Employees’ State Insurance Corporation,Sub Regional Office, MIDC Marol, Mumbai-400093 on the one hand (hereinafter called the Employer) and on the other hand _____(hereinafter called the Contractor).

Whereas

W) The client has accepted the offer of the Contractor to provide certain services for maintenance of

X) the Contractor, having represented to the client that they have the required professional skills, personnel and technical resources, have agreed t provide the services on the terms and conditions set forth in this Contract Agreement.

Now therefore the parties hereto herby agree as follows:

1.0 The following documents attached hereto shall be deemed to form an integral part of this contract.

1	Notice inviting Tender &Instructions to Tenderers	Annexure “A”
2	General Conditions of contract	Annexure “B”
3	Particular conditions of contract along with Enclosure I II III &IV	Annexure “C”
4	Programme of day to day maintenance	Annexure “D”

2.0 The work shall be carried out in co-ordination with the other contractors on the site.

3.0 The mutual rights and obligations of the Employer and the Contractor shall be as set forth in the contract; in particular;

- a. The contractor shall carry out the services in accordance with the provisions of the contract; and
- b. The client shall make payments to the contractor in accordance with the provisions of the contract.

In witness whereof, the parties hereto have caused this contract to be signed in their respective names as of the day and year fir above written

FOR AND ON BEHALF OF
[CLIENT]

Employees’ State Insurance Corporation
Sub Regional Office Marol
Panchdeep Bhavan, Plot No.P9. Road No.7
MIDC Marol, Andheri (E). Mumbai:-400093

FOR AND OF BEHALF OF
[CONTRACTOR]

SUB HEAD-II (ELECTRICAL)

Sr No	Description of Items	Qty	Rate	Unit	Amount
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**Annual Repair & Maintenance of Electrical Works at Sub Regional Office
Panchdeep Bhavan Marol Andheri (E) Mumbai-93 for the year 2017-18**

PART – A

1	Maintenance of EI & fans compound and garden light by providing services of 3 Nos Wireman & 1 No Helper with all tools and plants etc as required (Three Shifts)	12	Months		Month	
2	Runing and service maintenance of water supply pump sets with its automation arrangement etc . Complete as	12	Months		Month	
3	Service maintenance of fire fighting system including all pumps and accessories consisting of sprinklers, floor / yard hydrant etc . Complete as required .(Read particulars	12	Months		Month	
4	Service maintenance of fire alarm system consisting of main control and indicating panel , public address system , manual call boxes , smoke/ heat detectors , RI etc . Complete as	12	Months		Month	
5	Runing and service maintenance of substation comprising of 2 Nos Transformer and HT/ LT switch gears /Panels/PF panels etc .	12	Months		Month	
6	Running testing and servicing of 2 nos 500 KVA standby DG sets including AMF Panel etc . Complete as required	12	Months		Month	

PART -B						
	Rate for supply of following items also be quoted for which payments shall be made as per actual use at work (where multiple brands / makes /manufactures specified , brand / make selection by					
1	Industrial type socket with 20A MCB (Make-Legrand/Indokopp)	10	Nos		Each	
2	15/16 Amp modular socket (Make-Anchor (Roma)/Legarand(Mylic))	25	Nos		Each	

3	5/6Amp modular socket (Make-Anchor (Roma)/Legarand(Mylic))	30	Nos		Each	
4	15/16 Amp modular switch (Make-Anchor (Roma)/Legarand(Mylic))	25	Nos		Each	
5	5/6A modular switch (Make-Anchor (Roma)/Legarand(Mylic))	75	Nos		Each	
6	5/6A plug top (Make-Anchor)	5	Nos		Each	
7	15/16 plug top (Make-Anchor)	5	Nos		Each	
8	Ceiling Rose ,3pin 5A (Make-Anchor)	5	Nos		Each	
9	Telephone socket modular type (Make-Anchor (Roma)/Legarand(Mylic))	5	Nos		Each	
10	TV socket modular type (Make-Anchor (Roma)/Legarand(Mylic))	5	Nos		Each	
11	Data socket RJ 45 (Make-Anchor (Roma)/Legarand(Mylic))	5	Nos		Each	
12	2 x 36W, 2' x 2' recess mounting type fitting (Make-Wipro/Philips/Cropmoton)	5	Nos		Each	
13	CFL downlighter 2 x 18W (Make-Wipro/Philips/Cropmoton)	5	Nos		Each	
14	4ft T-5 fitting on wall (Make-Wipro/Philips/Cropmoton)	5	Nos		Each	
15	Mirror light 1x18W fitting on wall (Make-Wipro/Philips/Cropmoton)	2	Nos		Each	
16	CFL downlighter 1x18W fitting	5	Nos		Each	

	(Make- Wipro/Philips/Crompton)					
17	2x36W,4 ft Box fitting (Make- Wipro/Philips/Crompton)	5	Nos		Each	
18	Call bell (chim) (Make- Anchor/precession)	5	Nos		Each	
19	opening (Make- Bajaj/Crompton)	5	Nos		Each	
20	Exhaust fan 450mm in existing opening (Make- Crompton/Usha/Havells)	5	Nos		Each	
21	Stepped type modular fan regulator (Make- Crompton/Usha/Havells)	20	Nos		Each	
22	6Amp to 32Amps SPN.MCB (Make-Legrand/Indokopp)	25	Nos		Each	
23	6Amp to 32Amps SP.MCB (Make-Legrand/Indokopp)	25	Nos		Each	
24	6Amp to 32Amps TP.MCB (Make-Legrand/Indokopp)	30	Nos		Each	
25	6Amp to 32Amps TPN.MCB (Make-Legrand/Indokopp)	10	Nos		Each	
26	6 way TP MCB DB(Make- Legrand/indokopp)	2	Nos		Each	

27	8 way TP MCB DB(Make-Legrand/indokopp)	2	Nos		Each	
28	8 MFD capicator (Crompton/Philips)	50	Nos		Each	
29	3/2.5 MFD capicator (Make-Asian/Apco)	5	Nos		Each	
30	Contactors in existing panel (L & T/Siemens)	5	Nos		Each	
31	100Amps MCCB,16KA (Make-EE/Crompton)	4	Nos		Each	
32	200Amps MCCB,25KA (Make-EE/Crompton)	2	Nos		Each	
33	400Amps MCCB,35KA (Make-EE/Crompton)	2	Nos		Each	
34	4 x 16 Sqmm copper conductor armoured cable (Make-Polycab/Finolex)	100	Mtrs		Mtr	
35	4 Sqmm FR PVC insulated single conductor cable (Make-Polycab/Finolex)	100	Mtrs		Mtr	
36	2.5 sqmm FR PVC insulated single conductor cable (Make-Polycab/Finolex)	100	Mtrs		Mtr	
37	1.5 sqmm FR PVC insulated copper conductor single core cable (Make-Polycab/Finolex)	500	Mtrs		Mtre	
38	capping/Conduit(Precision/Asian)	100	Mtrs		Mtr	
39	CAT -6 UTP Cable (Make-D-Link/Polycab)	50	Mtrs		Mtr	
40	TV cable RG-6 grade(Make-Polycab/Havells)	50	Mtrs		Mtr	
41	2 Pair telephone cable (Make-Polycab/Havells)	75	Mtrs		Mtr	
42	4 Pair telephone cable (Make-Polycab/Havells)	50	Mtrs		Mtr	
43	40W copper ballast (Make-Philips/Crompton/Havells)	50	Nos		Each	
44	40W copper electronic ballast (Make-Philips/Crompton/Havells)	50	Nos		Each	
45	18W copper ballast (Make-Philips/Crompton/Havells)	50	Nos		Each	
46	18W copper electronic ballast (Make-Philips/Crompton/Havells)	50	Nos		Each	
47	150W HPSV Lamp (Make-Philips/Osram/Wipro)	5	Nos		Each	
48	150W HPSV copper ballastsuitable for(Make-Philips/Osram/Wipro)	5	Nos		Each	
49	70W/150 ignitor for HPSV lamp(Make-Philips/Crompton/Wipro)	5	Nos		Each	
50	70W copper ballast for HPSV lamp(Make-Philips/Osram/Crompton)	8	Nos		Each	

51	70W HPSV lamp(Make-Philips/Osram/Cropmton)	8	Nos		Each	
52	26 watts CFL lamp (Havells/Philips/Osram)	20	Nos		Each	
53	36 watts CFL lamp (Havells/Philips/Osram)	250	Nos		Each	
54	11 watts CFL lamp (Havells/Philips/Osram)	50	Nos		Each	
55	36 Watts T-5 Lamps(Make-Havells/Philips/Osram)	20	Nos		Each	
56	Tube Light side holder(Make-Anchor/precision)	5	Nos		Each	
57	Tube Light satrter holder(Make-Anchor/precision)	5	Nos		Each	
58	Smoke detector (Make-Apollo)	15	Nos		Each	
59	Smoke detector (Make-Sensot)	50	Nos		Each	
60	Heat detector(Make-Apollo)	10	Nos		Each	
61	Manual Call Point(MCP)	10	Nos		Each	
62	Electric Hooter	10	Nos		Each	
63	Local/Sector Fire Alarm Panel,6 Zone	7	Nos		Each	
64	24 V, XP,1500 Exide Battery	1	No		Each	
65	Automatic charger for 24V Battery	1	No		Each	
66	12V,180 AH Battery	2	Nos		Each	
67	Battery terminal	8	Nos		Each	
68	K-Oil Super 15W-40(Kirloskar)	100	ltrs		ltr	
69	K. Cool . Super plus 50/50(Kirloskar)	200	ltrs		ltr	
70	Air cleaner(Kirloskar)	4	Nos		Each	
71	lub. Oil filter cartrige(Kirloskar)	4	Nos		Each	
72	assembly(Kirloskar)	2	Nos		Each	
73	Refilling of fire extinguisher					
	a) BC-4.5KG	6	Nos		Each	
	b)Co2 Type 4.5 KG	6	Nos		Each	
	c)ABC Powder type 4 KG	6	Nos		Each	
74	Repairing of geyser including replacement of thermostat, heating coil and other Accessories	5	Nos		Each	
75	Overhauling and servicing of water supply pumps with motor including varnishing, greasing replacement of bearing, glands etc as required	3	Jobs		Job	
76	Servicing of following electric fire pump as required(a)Main pump-2 Nos (b)jockey pump-2 Nos	1	Jobs		Job	
77	Painting of water supply/wetriser/garden pump set with one coat of red oxide and two coats enemal paint as Required	1	Job		Job	
78	Overhauling,servicing rewinding and changing of bearing etc of ceiling fan/wall mounted fan as required	5	Nos		Each	

79 Supply and fixing of 10 HP
Monoblock Pump set including
stater etc. as required

1

Nos

Each

80	<p>S.I.T.C of weather proof wall mounted motor control panel made from 2mm CRCA sheet with 400A aluminum bus bar, painted with approved colour etc to accommodate the following-</p> <p><u>Incoming</u></p> <p>1)400ATPN,MCCB,415V, 50KA-1No 2)0-500V voltmeter with 2A Control HRC fuse & selector switch-1 No 3)RYB Phase indicating lamp with toggle switch -1 set</p> <p><u>Outgoing</u></p> <p>1) 63A TP MCCB 415V,16KA-3 Nos 2)Automatic stater for 10HP pump-3 Nos 3) 0-30A ammeter-1 Nos</p>	1	set		set	
81	Supply and filling of High Speed Diesel in DG Set	2500	Lts		Lt	
82	<p>Checking and recording the following earthing parameters at different location for each quarter (4 times in a year) as per the direction of engineer in charge including submission of report (Location : SRO&</p> <p>Branch office – Mira road , Vasai , Kandiwali & Borivali , Irla , Jogeshwari & Goregaon)</p> <p>(a) phase to neutral (Normal Value 220V – 240V) (b) phase to Earth (Normal value 220V-240V) (c)Neutral to Earth (Normal Value - 3 V)</p>	6	jobs		job	

83	Checking and recording the backup timing of inverter and UPS in different location for each quarter(4 times in a year) as per the direction of Engineer in charge including submission report (Location as shown in item no.82) normal expected backup timing in 3.5 – 4 Hrs	6	Jobs		job	
84	Wiring for light point with 1.5 sq mm FRLS PVC insulated copper conductor wire in surface/recessed medium class PVC conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq mm. FRLS PVC insulated copper conductor single core cable etc. as required.(Group C)	120	Nos		each	
85	Supply and fixing of recessed mounted LED luminire suitable for 2x2 grid,PHILIPS, Greensquare , RC140B LED29S-2500PSC-WH(Make- Philips/Crompton/Havells)	80	Nos		Each	
86	Supply and fixing of recessed mounted low glare LED down light(Make- Philips/Crompton/Havells)	40	Nos		Each	
87	Supply and fixing 22W LED fitting with tube (Make- Philips/Crompton/Havells)	10	Nos		Each	
	Total of A+B					
	PART-C					
88	Credit for salvage value of materials (This value should be deducted from the bills)					
	(a) Copper	5	kgs		kg	
	(b)Iron / Steel	20	kgs		kg	
	(c)Plastic	20	kgs		kg	
	(d)Misc	20	kgs		kg	
	TOTAL OF- C					
	Total of A+B-C					

Signature of the Contractor

Jt. Director (I/c.)
ESIC, SRO Marol