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SUB REGIONAL OFFICE  
**EMPLOYEES' STATE INSURANCE CORPORATION**

(An ISO 9001 : 2008 QMS Certified Organization)

Plot No. A-12/1, MIDC, Next to Wagle Estate Post Office,  
LBS Marg, Wagle Estate, Thane West - 400604

**E-TENDER NOTICE**

Director Incharge, Employees' State Insurance Corporation, Sub Regional Office Thane invites e-tenders, under two part systems, from enlisted and eligible registered civil contractors in Central/State Govt./PSU for the following Annual Repair and Maintenance works for the period of one year from the date of contract:

Sr. No.	Name of work	Estimated cost (Rs.)	Earnest Money (Rs.)	Time allowed for completion of work	Cost of tender (non-refundable) (Rs.)
1)	Annual Repair & Maintenance of Civil and Electrical work at: a) Sub Regional Office Thane b) Branch Office Ambarnath	46.52 lakhs	93,000/-	One Year from the date of contract	Nil

Last date for submission of e-tender bids will be **23/10/2017** by 3.00 pm. The e-bids will be opened on **23/10/2017** at **3.30** pm at the above address in the presence of the Tenderer, who choose to be present on the same date and time. The Notice inviting tender can be viewed at our website [www.esicmaharashtra.gov.in](http://www.esicmaharashtra.gov.in), <https://esictenders.eproc.in> & [www.esic.nic.in](http://www.esic.nic.in)

The Director In-charge reserves the right to reject any or all the Tenders without assigning any reason thereof.

Sd/-  
**(R K Gautam)**  
Director (I/C)

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## **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 Etenders.

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 (or in any other form as acceptable by C1 India Pvt. Ltd.) 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, User ID and Payment towards ESIC Bid Processing Fees (Mention the Tender ID and Tender Title).

The payment should reach at the below mentioned address, at least 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: Bid Processing Fee will be Approved only after the receipt of payment.**

## **GENERAL INSTRUCTIONS**

1. Sealed offers under two envelopes system in the prescribed forms are invited from eligible tenderer for providing Annual Repair & Maintenance services listed under scope of services in this bid document.
2. The amount of earnest money deposit (EMD) shall be Rs. 93,000/- (Rupees Ninety Three Thousand only) in the form of DD/Pay Order issued by Nationalised Bank, drawn in favour of "ESI Fund Account No. 1" payable at Thane.
3. Tender form shall be complete in all respect. Incomplete tenders or tenders without EMD shall be treated as invalid.
4. Last date of submission of tender is **23/10/2017** up to 3.00p.m.
5. Date and time of opening of tender is **23/10/2017** at 3.30 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 submit the latest ITR, PAN Card Xerox and proof of VAT/Works Contract Tax Regulation wherever applicable.
7. The rates for each and every item shall be quoted in a Figure and words. In case of any discrepancy in rates, the rates written in words shall prevail.
8. The envelope containing tender document shall be sealed and bear the name of work and the name and address of the tenderer.
9. The site for the work is available and can be seen on any working day during office hours by contacting General Br., SRO Thane.
10. The Competent Authority of ESIC, reserves the right to accept or reject any tender or all tenders without assigning any reason.
11. Conditional tenders are liable to be rejected.
12. The tender for the work shall remain open for acceptance for a period of 90 days from the date of opening of tender.
13. These instructions shall form a part of the contract document.
14. The EMD of unsuccessful tenderer shall be refunded after the award of work to the successful tenderer. Whereas, EMD of successful tenderer shall be refunded after the termination of contract period.
15. Rates quoted shall be firm and fixed which includes the cost of manpower, material, machinery, tools and plant etc., all taxes (inclusive service tax), duties

and levies, insurance etc. no escalation of whatsoever nature shall be payable. However, separate bifurcation is to be provided for the statutory dues included by the tenderer.

16. The Contract shall initially be for a period of One year and may be further extended for a period of one year subject to satisfactory performance on the same terms and conditions. The rates approved shall remain unchanged during the period of contracts. The contract can be terminated by giving one month notice by either party in writing.
17. Contractor is liable to comply with all the statutory dues to be paid like ESIC, EPFO, Labour cess, periodical taxes, etc.

**Eligibility criteria :**

- I) The tenderer should have minimum three years experience as on 31/08/2017 in the works of similar nature.
- ii) The tenderer should have successfully completed the following works in the last 7 years.
  - a. One similar work of value not less than Rs.37,21,000/-  
OR
  - b. Two similar work of value not less than Rs.23,26,000/-.  
OR
  - c. Three similar work of value not less than Rs. 18,60,000/-
- iii) The tenderer should have minimum in house manpower to cover the requirement of formats III (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) GST Registration certificate and VAT Registration certificate.
- vi) Service Tax Registration Certificate.
- Vii) PAN Card
- viii) Should have registration under ESIC and EPFO.
- ix) Bidder should have valid license to carry out Civil Works/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 black listed by any Govt. Department.

**Submission of bids :**

Proposals should be submitted separately namely, “Technical Bid” (Part A) and “Financial Bid” (Part B).

**Evaluation of Technical Bids :**

Bids received and found valid will be evaluated by the ESIC to ascertain the best-evaluated bid for the complete work/services under the specifications and documents. The tenderer should take care to submit all the information sought by the ESIC in prescribed formats.

- a. Firm's relevant experience and strength – Profile of agency, registration details, experience of similar works, annual turnover and total manpower employed.
- b. Qualification/related experience.

**Financial Bids :**

The financial bid of the tenderers, whose technical bid is found to be suitable, will be opened in the presence of the tenderers, who choose to attend the opening of financial bid. Minimum two-day notice will be given to tenderer for this purpose.

**Award of Work :**

- I) 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.
- II) The contract for the Annual Repair & Maintenance shall be awarded to the best qualified responsive tenderer who has quoted lowest.
- III) Upon evaluation of offers the notification on award of contract will be intimated to the successful tenderer.

## **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 10 years experience	Manpower with 5 to 10 years experience	Manpower with lesser than 5 years experience
1	Civil and Electrical Work			

Note :

Provide documents in support of the details provide 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 preceeding August 2017 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 certificate from the client in support of each of the above projects to be furnished.

**TOTAL MANPOWER DEPLOYMENT SCHEDULE****A. The following manpower is to be deployed in daily shifts as mentioned against each**

Sr.No	Category	Nos	Shift Details	Remarks
1	Electrician	1each	Two Shift	1 <sup>st</sup> shift from 7:00 am to 3:00pm 2 <sup>nd</sup> shift from 12:00 pm to 8:00pm
2	Khallasi (Helper)	1each	One Shift	Shift from 9:30 am to 6:00pm
3	Fire Technician	1 each	One Shift	Shift from 9:30 am to 6:00pm

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

Sr. No.	Category	Monthly expected deployment	Remarks
1	Mason	NIL	
2	Carpenter	NIL	
3	Sewerman	NIL	
4	Khallasi/Helper	NIL	
5	Plumber	NIL	

Note : Only licensed/certified electricians/operators shall be deployed. Preferably the other skilled deployed shall also be licensed/certified. License of electrician to be enclosed. Other certificates of technical qualification also to be enclosed.

All the above staff of the contract shall wear uniform and badges identifying their category and name in English and Local language.

## FINANCIAL BID (PART B)

**Name of Work :** Annual Repair & Maintenance work of Electrical installation at Sub Regional Office, Thane and Branch Office Ambarnath for the period of 1 Year from the date of contract.

### ABSTRACT OF COST

#### **A. Supply and Services of Workers in shifts as per Schedule Format III A**

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

Note :

- i) The Contractor shall maintain an inventory and use common miscellaneous sundry materials (screws, nails, washers, internal fittings of taps, valves, and tanks etc. plumbing thread, safeda, clamps, hooks, cement and patch repair. Insulation tape, fuse wire, grease, gland packing, CTC, etc.), which are required for the work the cost of which is included in 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 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.**

S. No.	Category	Monthly expected deployment (to be filled by ESIC)	Rate	Amount	Remarks
1	Mason				Not Required
2	Carpenter				
3	Sewerman				
5	Plumber				

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 of works.**

Sr. No.	ITEM OF WORK	UNIT	QTY	RATE	AMOUNT
	As per schedule of work Annexur "F"				

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

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**

Sr. No.	ITEM OF SUPPLY	UNIT	QTY	RATE	AMOUNT
1	2	3	4	5	6
As per schedule of work Annexure "F"					

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

Any item of work/supply not covered above shall be treated as a 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.

**E. LUMP-SUM ITEMS**

Sr. No.	ITEM OF SUPPLY	UNIT	QTY	RATE	AMOUNT
1	2	3	4	5	6
As per schedule of work Annexure "F"					

**F. Total Amount Quote :-**

ITEM	AMOUNT QUOTED
Civil Format IIIA	
Electric Annexure F	
Total	

**Note: The lowest bidder will be decided by Totalling “Format IIIA and Annexure F” completed/filled in all respect.**

**ANNEXURE B**

**GENERAL CONDITIONS OF CONTRACT**

Definitions and Interpretation :-

**1. Definitions**

- (a) In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires :
- i. “Employer” means the ESIC and the legal successors in title to ESIC.
  - ii. “Engineer” means the person appointed by ESIC to act as Engineer for the purpose of the Contract.
  - iii. “Contractor” means an individual or firms (proprietary or partnership) whether incorporated or not, that has entered into contract (with the employer) and shall include his/its heirs, legal representatives, successors and 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 & 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 referred at enclosure VI
  - viii) “Appendix to Tender” means the appendix comprised in the form of Tender-annexed to these Conditions.
- (c) i) “Commencement Date” means the date upon which the Contractor receives the notice to commence the works.
  - ii) “Time for Completion” means the time period for which the contract of Repair and Repair & Maintenance has been awarded by the employer to the contractor.
- (d) “Taking over Certificate” means a certificate issued by the 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, Plot No. A – 12/1, MIDC, Next to Wagle Estate Post Office, LBS Marg, Wagle Estate, Thane West-400 604 and Branch Office Ambarnath
  - 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.

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### **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 & 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 a 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 & 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 & 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 workmen for death or injury resulting from any act or default of the contractor. The Contractor shall indemnify and keep indemnified the Employer



against all such damages and compensation and expenses whatsoever in respect thereof or in relation thereto.

#### **10. Evidence and Terms of Insurance**

The Contractor shall take out appropriate insurance to cover his work and workers and staff employed by him fully. The contractor shall provide evidence to the Engineer/Employer as soon as practicable after the respective insurance have been taken out but in any case prior to the start of work at the Site that insurance required under the Contract have been effected.

#### **11. Compliance with Statutes, Regulations**

The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provision of :

- a) Any National or State Statute, Ordinance, or other Law, or any regulation, or bye-Law of any local or other duly constituted authority in relation to the execution and completion of the works and the remedying of any defects therein, and
- b) The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provision.
- c) Any changes required for approval due to revision of the local laws.

#### **12. Time for Completion**

The Repair & Maintenance work shall be for a period of One year or as mentioned in the letter of commencement and shall start from the date of issue of letter of commencement and shall stand terminated after the expiry of One year.

#### **13. Extension of Time for Completion**

The Repair & Maintenance contract may be extended on the written mutual consent of both Employer & Contractor for a further period of One year. However, employer reserves its right to terminate the Repair and Repair & 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 & 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 & 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 & 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 may vary to any extent. Variation in quantity in particular items or overall cost, does not entitle the contractor to claim any extra cost.

No work to be carried out exceeding the contract amount without prior approval of Competent Authority.

**MEASUREMENT**

**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.

Part rate shall be made for any part of BOQ items not fully executed. Engineer shall be at liberty to decide the break up of Lump Sum items and to decide the part rate for any particular item.

In case overtime working of staff under item No.1 is required, specific instructions of the Engineer is to be obtained. Payment shall be made at applicable overtime rates.

#### **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 7<sup>th</sup> day of each month for the work executed up-to the end of periods 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' along with ESIC – 32 Register, ESIC Challan and EPFO Challan
- 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 certificates 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 7<sup>th</sup> 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 en-cashed by the Employer to recover any amount which is payable by the Contractor to the Employer on any account for a cause arising out of the contract.

## **24. Correction of Certificates**

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

## **25. 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 of the Contractor) a Final Certificate stating :

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

## **26. Default of Contractor**

26.1 if the performance of the contract is not satisfactory and not corrected within 15 days of receiving notice, then employer shall be at liberty to terminate the

contract and get the work executed through other means at the risk and cost of the Contractor.

26.2 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.

## **27. 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.

## **28. Arbitration**

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

Amicable settlement has not been reached.

Shall be referred to the Sole Arbitration of the Chief Engineer, ESIC who shall proceed as per the Arbitration Act, 1996.

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

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

**PARTICULAR CONDITIONS OF CONTRACT**

- CPWD specifications shall be followed. Where not available, BIS/Engineering practice as directed by the Engineer shall be followed.
- Complaints shall be made in the format (Enclosure-I).
- A complaint register (format at Enclosure-II) shall be maintained in the Repair & Maintenance Office of the contractor in which all complaints received shall be documented.
- Formats of Performance Guarantee and Contract Agreement are at enclose III & IV respectively.
- All Repair & Maintenance related complaints shall be attended to within two hour failing which a recovery of Rs. 100/- per event per hour shall be made from the subsequent payment certificate of the contractor.
- The Sewer man shall ensure that all lines are maintained in a clean condition by carrying out preventive cleaning of all lines at least once each month.
- As the work will have to be carried out in building and area in use the contractor shall ensure :-
  1. That the normal functioning of ESIC activity is not effected as far as possible.
  2. That the work is carried out in an orderly manner without noise and obstruction to flow of traffic.
  3. That all rubbish etc. is disposed off at the earliest and the place is left clean and orderly at the end of an each days work.
  4. The Contractor shall ensure that his Repair & Maintenance staff is qualified and licensed for their part of work. He shall be responsible for their conduct. The staff should behave in a courteous manner. The contractor shall be held responsible for any loss or damage to ESIC property.
  5. The Contractor shall ensure safety of his workers and others at site of work and shall be responsible for any consequence arising out of execution of the Repair & Maintenance Work.
  6. When instructed to do so, the contractor shall ensure proper record keeping and storing of irreparable /dismantled material.

7. Water and electricity shall be 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.
8. Any work with an estimated cost above Rs.5,000/- should be carried out only against the work order issued by this office.

**NOTE :-**

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

Only genuine/original spare 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 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 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.

**Enclosure-I**

Date

Time

Nature of complaints

Complainant ; \_\_\_\_\_

Signature \_\_\_\_\_

Complaint attended.

Date

Time

From

To

Certified that the complaint has been satisfactory attended.

Contractor

Complainant

Date

To be submitted along with running bills.



**MAINTENANCE COMPLAINT REGISTER**

S.No .	Date & Time	Complainant	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.....(Rs.....) 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.....(Rs..... 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 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.....(Rs..... only).

3. We, the said 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 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.....(Rs.....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 \_\_\_\_\_, 2017 between Employees' State Insurance Corporation, Sub Regional Office, Plot No. A – 12/1, MIDC, Next to Wagle Estate Post Office, LBS Marg, Wagle Estate, Thane 400 604 on the one hand (hereinafter called the Employer) and on the other hand \_\_\_\_\_ (hereinafter called the Contractor).

Whereas

- a. The client has accepted the offer of the Contractor to provide certain services for maintenance of

\_\_\_\_\_

\_\_\_\_\_

- 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 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 work other than day to day maintenance	Annexure “D”

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

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

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

FOR AND ON BEHALF OF  
(CLIENT)

**Employees' State Insurance Corporation,**  
Sub Regional Office,  
A-12/1, MIDC, LBS Marg,  
Wagle Estate, Thane 400 604.

FOR AND OF BEHALF OF .  
(CONTRACTOR)