

	<p>REGIONAL OFFICE (MAHARASHTRA) EMPLOYEES' STATE INSURANCE CORPORATION (An ISO 9001:2008 Certified Organization,) 108, Panchdeep Bhavan, N M Joshi Marg, Lower Parel, Mumbai-400 013 Tel No. : 022-612 097 75 Fax: 022-249 21 701/612 09741</p>
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No. 31-W-20/13/Tender-16-17/Constn/16

Date:- 18/01/2018

NOTICE INVITING e-TENDER

E-tenders in two bid systems through e-procurement solutions are invited from leading Electrical Repair and Maintenance works Agencies for **Annual Repair & Maintenance of Electrical works at ESIC Nagar Staff Quarters, D. N. Nagar Andheri (West), Staff Quarters & Office Goregaon Mumbai for One year** as per the guidelines and terms & conditions given in tender document. Tender documents are available online from **02/02/2018** at <https://esictenders.eproc.in>. The approximate value of ARM-Electrical Work is Rs **12,11,078/-**. Bidders have to deposit the Earnest Money Deposit (EMD) of Rs.**24,222/-** in the form of Demand Draft/Bankers Cheque drawn in favour of "ESI FUND A/c No. 1" payable at Mumbai.

Sr. No.	Name of Work	Estimated Cost (Rs.)	Earnest Money (Rs.)	Time allowed for completion of work
1)	Annual Repair & Maintenance of Electrical works at:- 1. ESIC Nagar Staff Quarters, D. N. Nagar Andheri (West) Mumbai for One year. 2. Staff Quarters & Office Goregaon (W) Mumbai for One Year	12,11,078/	24,222/-	One Year.

The interested tenderer should upload their technical & financial bids along with digitally 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 **23/02/2018** up to **05:00 p.m.** The Technical Bids will be opened on **26/02/2018** at **03:00 p.m.**

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

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Additional Commissioner

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 should add 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 Net Banking for participating in the tender.

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

I)	SCOPE OF SERVICES
	Annual Repair & Maintenance of Electrical works for One year at:- (i) ESIC Nagar Staff Quarters, D.N. Nagar, Andheri (W) Mumbai. (ii) Staff Quarters and Office Goregaon (W) Mumbai.

II)	ELIGIBILITY CONDITIONS FOR BIDDERS
i)	The tenderer should have minimum three (03) years experience as on 31/12/2017 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. 9,68,863/- (i.e 80% of the estimated cost put to tender)
	or
b)	Two similar work of value not less than Rs 7,26,647/- (i.e 60% of the estimated cost put to tender)
	or
c)	Three similar work of value not less than Rs 4,84,432/- (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 III(A)
iv)	The contractor must have been registered in Central/State Govt./ Engg. PSU or any Government body in appropriate category and class
v)	GST Registration Certificate
vi)	PAN Card
vii)	Should have Registration under ESI & EPFO
viii)	Bidder should have valid license to carry out Electrical works
ix)	The firm will have to provide a certificate that they have not been indicted by any criminal, fraudulent or anti-competition activity.
x)	Firm should not be blacklisted by any Govt. Department.
xi)	Average annual financial turnover during the last 3 financial years should be at least 30% of the value of work to be executed (copies of balance sheets signed by Chartered Accountant to be submitted)
xii)	The successful tenderer would be required to established its office within the site of the work in the space provided by the ESIC.

III)	EARNEST MONEY DEPOSIT (E.M.D)
a)	The amount of Earnest Money Deposit (E.M.D.) of Rs.24,222/- (Rupees Twenty Four Thousand Two Hundred Twenty Two 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 23/02/2018 upto 05:00 p.m. in the Tender Box placed at ESIC, Regional Office, Panchdeep Bhawan, N M Joshi Marg, Lower Parel Mumbai-13. 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 finalization 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
b)	The Technical Bid and Financial Bid should be submitted on-line
c)	The Technical Bid should be submitted along with scanned copies of the following: 1) Income-Tax Returns for three Financial Years, i.e 2014-15, 2015-16 & 2016-17 2) Scanned copy of Demand Draft of EMD 3) Proof of Registration of ESIC, EPFO 4) Proof of Registration of GST 5) Work Order from Government Department/PSU/Semi Govt./Govt. Undertakings. 6) Valid License to Carry Electrical Work. 7) PAN Card.

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 submitted on-line by the bidders		
	Activity	Start	Expiry
	Tender Release	02/02/2018	23/02/2018
	Tender Download	02/02/2018	23/02/2018
	Technical Bid Submission.	02/02/2018	23/02/2018
	Technical Bid Opening	26/02/2018	

VI	FINANCIAL BID		
	The Financial Bid of the Bidders, who are found to be eligible will be evaluated by the ESIC Regional Office, Lower Parel, Mumbai-13.		
	Activity	Start	Expiry
	Tender Release	02/02/2018	23/02/2018
	Tender Download	02/02/2018	23/02/2018
	Financial Bid Submission	02/02/2018	23/02/2018
	Financial Bid Opening	Will be communicated to technically qualified bidders via Phone/E-Mail/Fax/SMS/Website.	

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.24,222/- (Rupees Twenty Four Thousand Two Hundred Twenty Two only) in the form of Demand Draft/Bankers Cheque drawn in favour of “ESI FUND A/c No. 1” payable at Mumbai.
3	A Sealed envelope containing the Demand draft of E.M.D. shall be dropped in the Tender box kept at Reception Area, Ground Floor at ESIC R.O. Mumbai, Tender form shall be complete in all respect. Tenders will not be considered for further process without E. M. D.
4	Last date of submission of tender is 23/02/2018 by 05:00 p.m..
5	Date and time of opening of tender is 26/02/2018 at 03:00 p.m..
6	Before uploading tender documents it 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 GST/ Works Contract 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 said work is available and can be seen on any working day during office hours by contacting care taker.(Mr. Shyam Shinde Contact No. 26304130)
9	The Competent Authority 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 all applicable taxes/GST 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 below mentioned documents in support of the details provided in above format, failing which the authenticity of the information may not be accepted:-

1. Contractor License (A/B/C) :-
2. Registration Certificate :-
3. Balance Sheet / Audited statement for last (03) three years :-
4. Certificate of Incorporation/ Memorandum of Incorporation :-
5. Copy of PAN:-
6. GST Registration Certificate :-
7. P.F. & ESIC Code allotment letter :-
8. Income Tax return statement for last (03) three years :-
9. Factory License / Shop & Establishment License :-

EXPERIENCE OF COMPANY

(Experience of relevant and similar work of construction, pipe laying/annual Repair and Maintenance completed during last three years preceding March, 2017 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:

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

1. Work Order from the Client.
2. Successful work completion certificate from the client.
3. Experience certificate.

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.	Wireman	1	General Shift	
2.	Khallasi / Helper	1	General Shift	

Note:- Only licensed/certified electricians/ operators shall be deployed. Preferably the other skilled worker deployed shall also be licensed / certified. License of electricians 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 English and local language.

FINANCIAL BID (PART B)

Name of work: Annual Repair and Maintenance work of Electrical works at ESIC Nagar Staff Quarters, D.N. Nagar, Andheri (W) & Staff Quarters and Office Goregaon, Mumbai for One year.

ABSTRACT OF COST

A. Supply and Services of Workers in shifts as per Schedule Format III A of Technical BID

Sr.No.	Description of Items	Unit	Rate (In Figures & Words)	Amount (Rs.)
1.	As per Format III A of Technical Bid			

Note:-

- i) The Contractor shall maintain an inventory and use common miscellaneous sundry materials (screws, nails, washers, internal fittings of taps, valves, 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/- day shall be recovered as liquidated damages per person per day absence.

Supply of workers on call: The workers listed in format III B of Technical Bid 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 hour notice.

Sr. No.	Category	Monthly expected deployment	Rate (In Figures & Words)	Amount	Remarks
As per BOQ					

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

For Comparison purposes, the deployment shall be as per Format III B of Technical Bid

C. BILL OF QUANTITIES- Measures items of works.

Sr. No.	Item of Work	Unit	Qty	Rate (In Figures & Words)	Amount
As per BOQ					

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

D. Items of material supplied for use by labour in Format III of Technical BID

Sr. No.	Item of Supply	Unit	Qty	Rate (In Figures & Words)	Amount
1	2	3	4	5	6
As per BOQ					

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 (In Figures & Words)	Amount
1	2	3	4	5	6
As per BOQ					

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 its 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 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 or either of them to be executed in accordance with the contract.
- ii) “Site” means the places provided by the Employer for “ESIC Nagar Staff Quarters, D N Nagar, Andheri (West), Mumbai & Goregaon Staff quarters.
- 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.
 - (iii) Contractor shall ensure appropriate insurance for his liability.

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,
- (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,

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' in manpower deployment schedule of Technical BID
- (b) Certified bills of miscellaneous materials purchases under different heads against item no. 'A' not covered in Format D of Financial BID(Part B).
- (c) Details of defects/ complaints attended and rectified within time. Photocopy of respective portion of complaint register alongwith work completion slip duly signed by the occupant as a proof of defect resolution (timely & successfully).
- (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 prevailing rate as 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 Enclosure III @ 5% of contract amount. The performance guarantee shall be valid for the duration of the contract period plus 12 months. 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 Additional Commissioner, ESIC RO Mumbai 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

- 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 and Maintenance Office of the contractor in which all complaints received shall be documented.
- Formats of Performance Guarantee and Contract Agreement are at enclosure III and IV respectively.
- All Repair and Maintenance related complaints shall be attended to within two hour failing which a recovery of Rs. 100 per event per hour shall be made from the subsequent payment certificate of the contractor.
- As the work will have to be carried out in building and area in use the contractor shall ensure:-
 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. 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.
 5. 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
 6. Proper record keeping and storing of irreparable/ dismantled material.
 7. 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 temporary 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 system, 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. 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 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 the 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 contractor at his own cost shall carry the same our. Prior approval of the Engineer is to be obtained for any such major repair/replacement. Deployment of Engineer Staff from contractor must be as per CPWD workManual

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.

COMPLAINT REGISTER FORMAT

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..... (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.

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

8

This CONTRACT(hereinafter called the “Contract”) is made the _____day of the month of _____, 2018 between Employees’ State Insurance Corporation, Regional Office 108, Panchdeep Bhavan, N. M. Joshi Marg, Lower Parel, Mumbai–400013 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 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. 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	Program of day to day maintenance	Annexure “D”

2. The work shall be carried out in co-ordination with the other contractors on the site.
3. 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
Regional Office 108, Panchdeep Bhavan, N. M.
Joshi Marg, Lower Parel, Mumbai–400013

FOR AND OF BEHALF OF
[CONTRACTOR]

SCHEDULE OF WORK

Name of Work: Annual Repair & Maintenance of Electrical works at ESIC Nagar, Andheri (West) and Br. Office Goregaon, Mumbai for the year 2018-19. (Bill of Quantities-BOQ)

Sr. No.	Description of items	Qty		Unit	Rate (Rs.)	Amount (Rs.)
	<u>Part-A</u>					
1	Maintenance of EI & Fans, compound & garden lights and Operation maintenance of water supply pump sets at ESIC Nagar, Andheri, Mumbai by providing services of 2 Nos Wireman and 1 No helper with all tools and plants etc as required.	12	Mths	Mth		
	<u>Part-B</u>					
	Rates for supply of following items also to be quoted for which payments shall be made as per actual use at work.(Where multiple choice are given,brand/make selection will be done by ESIC.Fixing shall be done through the staff in Part A)					
1	5/6 Amp Piano Switch (Anchor/Leader)	400	Nos.	Each		
2	15/16 Amp Piano Switch (Anchor/Leader)	100	Nos.	Each		
3	5/6 Amp Piano type bell push (Anchor/Leader)	100	Nos.	Each		
4	5/6 Amp Piano type Socket (Anchor/Leader)	100	Nos.	Each		
5	15/16 Amp Piano type Socket (Anchor/Leader)	20	Nos.	Each		
6	2.5 microfarad fan capacitor (Asian/Apco)	250	Nos.	Each		
7	Fan Speed regulator electronic type (Anchor Penta Deluxe)	100	Nos.	Each		
8	Angle / Batten holder (Anchor/Leader)	100	Nos.	Each		
9	36/40 watt Flu. tube (Philips/Osram/Crompton)	50	Nos.	Each		
10	18/20 Watts Flu.tube ((Philips/Osram/Crompton)	50	Nos	Each		
11	36 Watt PL Lamps (Philips/Osram/Crompton)	30	Nos.	Each		
12	70 Watts HPSV Lamp (Philips/Osram/Crompton)	15	Nos.	Each		
13	150 Watts HPSV Lamp (Philips/Osram/Crompton)	2	Nos.	Each		
14	11 Watts CFL Lamp without choke (Phillips/Osram)	25	Nos.	Each		
15	18Watts CFL Lamp(Philips/Osram/Crompton)	5	Nos	Each		

16	40 Watts Copper ballast (Philips/Osram/Crompton)	50	Nos.	Each		
17	11 Watts Ballast(Philips/Osram/Crompton)	20	Nos	Each		
18	18/20 Watts Copper ballast(Philips/Osram/Crompton)	10	Nos.	Each		
19	20/40 Watts Tube light starter (Philips/Osram/Crompton)	150	Nos.	Each		
20	70 Watts copper ballast for HPSV Lamp (Philips/Osram/Crompton)	10	Nos.	Each		
21	150 Watts copper ballast for HPSV Lamp (Philips/Osram/Crompton)	2	Nos.	Each		
22	70 Watts Ignitor for HPSV Lamp (Bajaj/Crompton)	10	Nos.	Each		
23	150 Watts Ignitor for HPSV Lamp (Bajaj/Crompton)	2	Nos.	Each		
24	6 A to 32 A MCB Single Pole (Legrand/Standard/Indo-Asian)	30	Nos.	Each		
25	40 A MCB Isolator double Pole (Indokopp/Standard/Indo-Asian)	50	Nos.	Each		
26	63 A MCB Isolator double Pole (Indokopp/Standard/Indo-Asian)	5	Nos.	Each		
27	1.5 sq. mm. FR PVC Insulated Copper wire (Polycab/Vishal)	1500	Mt	Mt.		
28	4 sq. mm. FR PVC Insulated Copper wire (Polycab/Vishal)	500	Mt	Mt.		
29	Tube light side holder (Anchor)	20	Nos.	Each		
30	Tube light starter holder (Anchor)	50	Nos.	Each		
31	HPSV 70/150 w Lamp holder (Jyoti)	5	Nos.	Each		
32	Adaptor	1	No.	Each		
33	20A Industrial type socket with MCB & box for A/c & Gyser points(Standard/Indo-asian)	1	No.	Each		
34	5/6 A Plug Top (Anchor)	1	No.	Each		
35	15/16 A Plug Top (Anchor)	1	No.	Each		
36	Celing rose (Anchor)	20	Nos.	Each		
37	25 mm PVC casing capping (Precision/Asian)	200	mtrs.	Meter		
38	10" x 8" PVC box with hylem sheet cover	20	Nos.	Each		
39	7" x 4" PVC box with hylem sheet cover	25	Nos.	Each		
40	4" x 4" PVC box with hylem sheet cover	25	Nos.	Each		
41	3" x 3" PVC box with hylem sheet cover	25	Nos	Each		
42	Call bell Ding Dong type (Anchor)	50	Nos.	Each		
43	4'-40W Single Box Type flourescent complete (Phillips/Bajaj)	5	Nos.	Each		
44	1200 mm sweep ceiling fans High Speed complete as required (Crompton/Havells/Orient)	50	Nos.	Each		

45	Overhauling, servicing of ceiling fans after scraping, including replacment of bearings cotter pins, shackle insulator & bolts etc. complete as required.	100	Nos.	Each		
46	Rewinding of Ceiling Fan 1200mm/1400mm Sweep	100	Nos	Each		
47	Supplying, and laying of one number PVC insulated and PVC sheathed Aluminium conductor Armoured U.G. cable of 1.1 KV grade of size 2 x 10 Sq. mm direct in ground including excavation, sand cushioning, protective covering and re-filling the trench etc. as required.	100	Mts	Mt		
48	Supplying, laying and fixing 1 No. of PVC insulated, PVC sheathed aluminium conductor armoured UG cable of 1.1 KV grade of size 2 x 10 sq.mm. on surface/in open trench, duct, shaft etc. complete as required.	50	Mts	Mt		
49	Overhauling, servicing of water supply pump sets with motor including varnishing, greecing replacement of bearings, bush and glands etc. as required	2	Jobs	Job		
50	Painting of water supply pump sets including switch gears, panel, pipeing inside the pump room with the one coat of red oxide and two or more coats of synethic enemelled paint after scraping old paint etc. as required.	1	Job	Job		
51	Supply and fixing of G M foot valve for the water pump as required (sige 150mm)	1	Nos	Each		
52	Earthing with G.I. earth pipe 2.25 mtr long , 40 mm dia including accessories, and providing masonary enclosure with cover plate having locking arrangement and watering pipe etc with charcoal or coke & salt as required.	10	Sets	Set		
53	Supplying and laying earth connection from earth electrode with 6 SWG dia G.I. Wire in 15 mm dia G.I. Pipe from earth electrode as required.	250	Mtrs.	Mtr.		
54	Providing and fixing 6 SWG dia. G.I. Wire on surface or in recess for loop earthing as required.	100	Mtrs.	Mtr.		
55	Providing and making suitable size cement concrete collar of street light poles after dismantling the old collar including painting with oil bound distemper etc. complete as required.	5	Nos.	Each		
56	Painting of streetlight pole of 4 mtr height	20	Nos	Each		

57	Wiring for light point/fan point/exhaust fan point/call bell point with 1.5 sq.mm FR PVC insulated copper conductor single core cable in surface/ recessed PVC conduit/casing capping, with piano type switch, phenolic laminated sheet, suitable size M.S. box and earthing the point with 1.5 sq.mm. FR PVC insulated copper conductor single core cable etc. as required.					
	Group A	75	Pts	Point		
58	Wiring for light/power plug with 2x 4 sqmm FRLS PVC insulated copper conductor single core cable in surface /recessed medium class PVC conduit alongwith 1 no 4 samm FRLS PPVC insulated copper conductor single core cable for loop earthing as required	150	mtrs.	Mtr		
59	Supplying and fixing metal box of 150mm x 75mm x 60mm deep (nominal size) on surface or in recess with suitable size of phenolic laminated sheet cover in front including providing and fixing 3 pin 5/6 amps socket outlet and 5/6 Amps piano type switch connection painting etc as required.(For light plugs to be used in non residential buildings)	25	Nos	Each		
60	Supplying and Fixing metal box of 180 mm X 100mm X 60mm deep (nominal size) on surface or in ecess with suitable size of phenolic laminated sheet cover in front including providing and fixing 6 pin 5/6 & 15/16 amps piano type switch connection,painting etc as required.	15	Nos	Each		
61	Supplying and fixing fan hooks with suitable Anchor fastner etc. as required.	5	Nos.	Each		
62	12 Watts LED Bulkhead Fittings suitable for staircase	25	Nos	Each		
63	30 Watts LED street light fitting similar to Bajaj BCLST30WLED	10	Nos	Each		
64	15 Watts LED Bracket Fitting	10	Nos	Each		
	Part C					
65	Credit for salvage value of materials					
	1) Copper	5	Kg.	Kg.		
	2) Iron/Steel	5	Kg.	Kg.		
	3) Plastic	10	Kg.	Kg.		
	4)Fans	50	Nos	Nos		
	5)Misc Items	200	Kg.	Each		
	Total C					
Total(A+B-C)						

			ASSISTANT DIRECTOR
	Prepared by		Construction Branch
	Junior Electrical Engineer		ESIC,Mumbai-13