



क्षेत्रीय कार्यालय
कर्मचारी राज्य बीमा निगम
पंचदीप भवन, भवानी सिंह रोड, जयपुर -302006
फोन नं. 0141-2226133, फैक्स नं. 0141-2226134
ई-मेल- rd-rajasthan@esic.nic.in

No. 15/W/17/NIT/2018-PMD/RO JPR

Date: 20-05-2019

Subject:- Annual Repair and Maintenance work of Regional Office with Staff Qtr. and Branch Offices with Staff Qtrs. in Rajasthan for the Year 2019-20.

Sl. No.	Description	Date and Time
1	Tender Published	20.05.2019
2	Pre bid Meeting	NO
3	Technical Bid Submission Last Date	03.06.2019 At 13:00 PM
4	Technical Bid Opening Date	04.06.2019 At 15:00 PM
5	EMD OF Rs.	111600.00/-
6	Approximate Value of the Tender Rs.	5580000.00/-



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श्रम एवं रोजगार मंत्रालय भारत सरकार
पंचदीप भवन, भवानी सिंह रोड, जयपुर –302006
फोन नं. 0141-2226133, फैक्स नं. 0141-2226134
ई-मेल-rd-rajasthan@esic.nic.in

NOTICE INVITING TENDER

E-Tender in two bid system through “e” procurement solution are invited from the reputed firms/agencies for **Annual Repair and Maintenance work of Regional Office with Staff Qtr. and Branch Offices with Staff Qtrs. in Rajasthan for the Year 2019-20.**

Sr. No	Location	Estimated Amount (Rs.)	EMD Rs. 2% @ (Total Estimated Cost)	Start Date & Time of Online submission of bids	Last Date & Time of Online submission of bids	Date & time of Opening of the bids
1	Regional Office with Staff Qtr. and Branch Offices with Staff Qtrs. in Rajasthan.	5580000 (Fifty Five Thousand Eighty Thousand Only)	Demand Draft (DD) of Rs 111600.00/- (One Lakh Eleven Thousand Six hundred Only) in favour of ESIC fund A/C No-1, Payable at Jaipur.	20.05.2019.	03.06.2019 & 13.00hrs.	04.06.2019 15.00 hrs. for Technical Bids

The complete details are available on <https://eprocure.gov.in/eprocure/app>.

Tender documents are also available for viewing on the website of Employees' State Insurance Corporation i.e. www.esic.nic.in.

The interested firms/bidders should uploaded their technical and financial bids along with scanned copies of all the relevant certificates/documents etc. duly signed on the e-tender portal.

Regional Director

TECHNICAL – BID

Instructions for Online Bid Submission

E-Request for Proposal

1. INTRODUCTION

- 1.1 The Employees' State Insurance Corporation (ESIC) is an autonomous body under the aegis of the Ministry of Labour and Employment, Government of India. The main objective of the organization is to provide certain benefits to organized sector employees in case of sickness, maternity and 'employment injury' and to make provision for certain social benefits etc.
- 1.2 ESIC is inviting online bids through two-bid system.
- 1.3 The tender documents are available on website <https://eprocure.gov.in/eprocure/app> and the same can be downloaded as per the schedule given in the CRITICAL DATE SHEET.
- 1.4 Bidders/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderers for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 1.5 ESIC reserves the right to reject any or all tenders or cancel/withdraw the request inviting proposal without assigning any reason whatsoever and in such case no intending bidder shall have any claim arising out of such action.
- 1.6 Further clarifications, if any can be obtained from:

Regional Director
Employees' State Insurance Corporation,
Regional Office Jaipur, Bhawani Singh Marg, Jaipur-302001
Email- rd-rajsthan@esic.nic.in, Tel- 0141-2226133, Fax- 0141-2226134

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app> .

REGISTRATION

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link **“Online bidder Enrolment”** on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.



SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area



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available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument / scan copy.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage



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encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315. Foreign bidder can get help at +91-79-40007451 to 460.

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Annexure-A

INSTRUCTIONS TO THE BIDDERS

1. E-Tender in two bids system (Technical Bid & Financial Bid) through online system in the prescribed forms are invited from eligible tenderer for Annual Repair and Maintenance work of Regional Office with Staff qtrs. and Branch offices with staff qtrs. in Rajasthan.
2. The amount of earnest money deposit (EMD) shall be Rs. **111600/- (One lac Eleven Thousand Six Hundred Only)** in the form of DD/Pay Order, drawn in favour of "ESIC Fund A/C No 1" payable Jaipur. No interest is payable on EMD.
3. Tender form shall be completed in all respect. Incomplete tenderer or tenders without E.M.D. shall be treated as invalid.
4. Last date& time of submission of tender in online is: -03.06.2019 **up to 13.00 hr.**
5. Date and time of opening of tender is -:
 - a. **Technical Bid :-04.06.2019 at 15:00hr (Technical Bid)**
 - b. **Financial Bid: -To be informed after opening of Technical Bids.**
6. Each and every page of the tender documents should bear the stamp and signature of the authorized representative of Bidders in acceptance of the terms and conditions laid down by ESIC. Format I, II, III & IV enclosed shall be filled without exception. All entries in the tender form should be legible and filled clearly. Any overwriting or cutting which is unavoidable shall be signed by the authorized signatory.
7. The rates for each and every item shall be quoted in figure and words. In case of or any discrepancy in rates, the rates written in words shall prevail.
8. The envelope containing EMD shall be sealed and bear the name of work and the name and address of the Bidders.
9. The site for the work is available and can be seen on any working day during office hours by contacting Deputy Director (PMD)/Engineers, ESIC, Regional Office, Jaipur (Raj).
10. The Competent Authority of ESIC Regional Office, Jaipur reserves the right to accept or reject/relax any tender or all tenders without assigning any reason.
11. Conditional tenders are liable to be rejected.



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12. The tender for the work shall remain open for acceptance for a period of sixty days (60) from the date of opening of tender.
13. These instructions, technical bid & financial bid shall form a part of the contract document.
14. The EMD of unsuccessful Bidders shall be refunded within 60 days after the award of work to the successful Bidders.
15. Tender filed online only without submission of hard copies of duly filed and signed tender documents, summarily would be rejected. Thus it is mandatory to file the tender online as well as to submit hard copy of the same along with requisite documents in the office. Date & time will be same to submit the hard copy as online submission (mention in sr.4).
16. For Financial Bid Part-II rates shall be quoted firm and fixed by the contractor/firm inclusive of manpower, material, machinery, tools and plant, contractor's profit, overheads, all taxes, duties and levies, insurance, G.S.T. etc .No escalation & Taxes of whatsoever nature shall be payable.

However for Financial Bid Part-I the Labour rates will be as per mentioned in the bid and only percentage will be quoted by bidders. The contractor shall be bound to pay minimum wages as revised time to time by Chief Labour Commissioner, Govt. of India. While submitting the bill with revised minimum wages, the same will be paid to the contractor by ESIC.

17. Eligibility Criteria :

- a. The Bidders should have minimum three years' experience as on 31.12.2018 in works of similar nature.
- b. The tenders should have successfully completed then following work in the last 7 years :
 - (b.i) One similar work of value not less than Rs.4464000/-
(One similar work to 80% of total value of the Tender)
 - Or
 - (b.ii) Two similar work of value not less than Rs. 2790000/-
(Two similar work to 50% of total value of the Tender)



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Or

(b.iii) Three similar work of value not less than **Rs. 2232000/-**

(Three similar works to 40% of total value of the Tender)

- c. The Bidders should have minimum in house manpower to cover requirements of Formats IV.
- d. Average Annual turnover during the last three financial years should be at least 30% of the total value of the tender cost (Copies of balance sheets certified by CA to be submitted).

The successful Bidders would be required to establish its office within the site of work in the space provided by the ESIC.

18. Submission of bids: Technical bid & financial bid will be uploaded in online system. The EMD will be submitted in original in the tender box. Without submission of EMD tender will be rejected. The last date & time of submitting the EMD will be same as submission of online tender (as prescribed in sr. no-4).

19. Documents to be uploaded:-

Checklist of the documents to be uploaded with the online tender with sign & stamp. Without uploading these documents the tender will be treated as cancelled.

Sr. No	Documents to be uploaded (except EMD)
1	Technical Bid
2	Financial statement (Audited Balance Sheet & Profit & Loss A/c) for three financial year's i.e. 2015-16, 2016-17 & 2017-18.
3	EMD will be submitted in original in tender box (Last date & time will be same as submission of online tender). Without submission of EMD in original, tender will be rejected.
4	Proof of registration with GST, Valid Tin No., ESIC and EPFO.
5	Copies of work orders and completion certificates in support of eligibility conditions at sr. no. 17.
6	Registration proof (Civil work) with CPWD/PWD /PSUs and any other State/Central Govt. Undertaking Departments, as the minimum same tender cost.
7	Copy of valid license to carry out electrical work issued by the appropriate government.
8	Copy of PAN Card
9	Declaration as per Enclosure-V given in the technical bid.



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10	Certificate of registration with Labour dept. as an Establishment.
11	Authorization certificate for signature of tender documents if other than owner/Partner/Managing Director.
12	Formats I , II, III & IV and Annexure I, II, III & IV
13	Other related documents if any

20. Financial Bid: The financial bid of the Bidders, whose technical bid is found eligible, will be opened in the presence of the Bidders, who choose to attend the opening of financial bid.

21. Award of Work :

- a) The selection of the agency will be at the sole discretion of the ESIC who reserve its right to accept or reject any or all the proposal without assigning any reason.
- b) The contract for the Annual Repairs and Maintenance shall be awarded to the qualified responsive tender who has quoted lowest.
- c) Upon evaluation of offers the notification on award of contract will be intimated to the successful tender.

22. The interested tenderes should upload their bids along with duly signed scanned copies of all the relevant certificates, documents, etc. in support of their technical & financial bids on the <https://eprocure.gov.in/eprocure/app> latest by 03.06.2019 up to 1.00 PM.

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



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Enclosure-V

DECLARATION

NAME OF WORK:- E-TENDER FOR ANNUAL REPAIR AND MAINTENANCE WORKS OF EMPLOYESS' STATE INSURANCE CORPORATION REGIONAL OFFICE, JAIPUR, RAJASTHAN.

I, _____ Son/Daughter of shri _____

Proprietor/Partner/Director/Authorized Signatory of _____, am competent to sign this declaration and execute this tender document.

I have carefully read and understood all the terms and conditions of the tender and hereby convey my unconditional acceptance of the same.

The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

I have apprised myself fully about job to be done during the currency of the period of agreement and also acknowledge to bear consequences of non-performance or deficiencies in the services on my part.

I/We also undertake that the firm/agency/company has not been indicated for any criminal, fraudulent or anti competition activity and has not been black listed/debarred by any Govt. or other organization.

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Date: _____ Full Signature of authorized person
Place: _____ Name:-
Company's Seal

Note: - The above declaration duly signed and stamped by the authorized signatory of the company/Firm/Bidders, should be uploaded with Technical Bid.



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Format I

PROFILE OF THE COMPANY/FIRM/BIDDERS

Sr. No	Description	
1	Name of Tendering Company/Firm/Bidder	
2	Name of owner/Partners/Directors	
3	Full Particulars of Office	
4	Address	
5	Telephone No./Fax Email Address	
6	Full Particulars of the Bankers of Company/Firm/Selected Tenderers, with full Address/Tel. No.	
7	Name of the Bank Branch IFS Code	
8	Address of the Bank Telephone No. Email Address	
9	PAN/GIR No.	
10	Service Tax Registration No./GST Registration	
11	VAT Registration No.	
12	EPF Registration No.	
13	ESI Registration No.	
14	Any Other Information	

Full Signature of authorized person

Date:

Name:-

Place:

Company's Seal



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Format -II

EXPERIENCE OF THE FIRM

(Experience of Repair and Maintenance work satisfactorily completed/undertaken in the relevant fields as mentioned in the Terms and Conditions of Tender) Use separate sheet for each work.

1	Project title and 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/ARM cost	
6	Date of start of the work and the present status	
7	Any other details	

Note:- Supporting documents like completion certificates etc. from the client in support of each of the above projects must be furnished.

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Full Signature of authorized person

Date:

Name:-

Place:

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Format -III
Details of Existing Manpower with the Firm:

Sr No	Fields	Manpower with more than 10 years' experience	Manpower with 5 to 10 years' experience	Manpower with less than 5 years' experience
1	Original/Repair works (civil)			
2	Pipe Laying/Repairs of water supply, Plumbing & Sewerages, drainage etc.			
3	Electrical Works			

Date:
Place:

Full Signature of authorized person

Name:-

Company's Seal



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Format IV

TOTAL MANPOWAR DEPLOYMENT SCHEDULE

A. The following manpower is to be deployed in daily shifts as mentioned against each :

Sr No.	Category	Nos.	Qualification	Experience
01	<u>Supervisor</u>	01	Graduate/12th	2 Yrs
02	<u>Plumber</u>	01	-----	2 Yrs
03	<u>Pump Operator</u>	01	-----	2 Yrs
04	<u>Electrician</u>	01	-----	2 Yrs
05	<u>Sewer man cum Beldar</u>	01	-----	2 Yrs
06	<u>Mali</u>	01	-----	2 Yrs

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

Sr No.	Category	Nos.	Qualification	Experience
01	Mason	As per Actual Requirement	-----	2 Yrs
02	Carpenter	As per Actual Requirement	-----	2 Yrs
03	Welder	As per Actual Requirement	-----	2 Yrs
04	Beldar/Helper	As per Actual Requirement	-----	2 Yrs

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 are also to be enclosed.



SCOPE OF SERVICES TO BE PROVIDED BY THE AGENCY

A) CIVIL WORK

1. Building repair and maintenance of all civil work.
2. All works related to storm water drainage & sewage disposal.
3. All works related to water supply, sanitation and plumbing.
4. White Wash/Distemping and Painting of office buildings and Residential Colony as per CPWD norms.
5. Cleaning of Sewer line of the office building and colony specified time intervals.
6. Cleaning of Storm water drain specified time intervals.
7. Cleaning of all U/G tanks and O/H tanks on quarterly basis.
8. All statutory record sand registers are to be maintained

B). ELECTRICAL AND MISCELLANEOUSWORK

1. All Electrical works (Internal & External).
2. Repair & Maintenance of all internal and external wiring, lighting and all other electrical fixtures of the office building and staff quarters.

C). HORTICULTURE and LANDSCAPING WORK

1. Providing and planting of new plants. Cost of plants would be reimbursable as per current CPWD rates.

D). All other work as directed by ESIC.

Note: Those items are not covered in BOQ items should be done through DSR-2016 Civil & Horticulture items and DSR-2018 for Electrical items will be paid as per DSR-2016 rates pulse applicable cost index and non-DSR Items on producing bills/cash memo/voucher up Rs. 1000/- each item and more than Rs. 1000/- each item will be paid by following GFR norms.



GENERAL CONDITIONS OF CONTRACT

Definitions and Interpretation

1. Definitions

a) In the Contract (as hereinafter defined) the following word 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. “**Drawing**” means all the completion drawings, calculations and technical information of a like nature provided by the Engineer to be Contractor under the Contract and all drawings, calculations, samples, patterns, model, 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 accordance with the provisions of the Contract, as accepted by the Letter of Acceptance. The word Tender is Synonymous with “**Bid**” and the words “Tender Documents” with “Bidding Documents”.

vi. “**Letter of Acceptance**” means the formal acceptance of the tender by **ESIC**.

vii. “**Contract Agreement**” means the contract agreement (if any) referred to in **Sub Clause 9.1**.

viii. “**Appendix to Tender**” means the appendix comprised in the form of Tender annex to these Conditions.

c)

i. “**Commencement Date**” means the appendix comprised in the form of Tender annexed to these conditions.

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.



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- d) **“Taking over Certificate** “means a certificate issued by the employer evidencing successful completion of the awarded work.)
- 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.
- e)
- 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 Repair and Maintenance of **ESI Regional office, Branch Office and Staff Qtrs. in RAJASTHAN.**
- iii. **“Cost** “means all expenditure properly incurred or to be incurred whether on or off the site, including overhead and other charges but does not include any allowance for profit.

2. Custody and Supply of Drawings and Documents

The Drawing 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.

3. 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.

4. Contractor's Employees

The Contractor shall provide on the site qualified and experienced technical staff in connection with the Repair and Maintenance of the Works and the remedying of any defects therein. The minimum staff shall be as per description of work mentioned in **BOQ**.

5. 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.

6. Safety, Security and Protection for the Environment

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

- 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



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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.

7. (a). Insurance of work by the Contractor for his liability.

i During the Repair and Maintenance period for loss or damage to property and life arising from a cause for which contractor is responsible.

ii For loss or damage occasioned by the Contractor in the course of any Repairs carried out by him for the purpose of complying with his obligations.

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

(b) 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:

i. Death of or injury to any person, or

ii. 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.

8. 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.

9.1 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.

9.2 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.

(d) Bidder has to ensure compliance of all labour laws including ESI Act and EFPO Act in respect of workers employed at ESIC building. The bidder at all times should indemnify ESIC against all claims, damages or compensation under the provisions of payment or wages act, 1936. Minimum wages act, 1948, Employers liability act, 1938, The workmen compensation act-1923, Industrial dispute Act-1947, Maternity benefit Act-1961 or any other relating thereto and rules made here under from time to time. ESIC will not own any responsibility in this regard.

10. Default of contractor in Compliance

In case of default on the Contractor in carrying out such instruction within the time specified therein or, if none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and 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 and the Engineer shall notify the Contractor accordingly.

11. Time for completion

The Repair and Maintenance work shall be for a period of one year or as mentioned in the letter of commencement and shall start from the date issue of letter commencement and may be extended for one year on same rates, terms and conditions subject to satisfactory performance.

12. 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, ESIC reserve it's right to terminate the Repair and Maintenance contract by giving 15 days' notice at any time during the currency of the contract if the services of the agency are not satisfactory as per the opinion of its Engineers/ representative.

13. Defect identification and its rectifications.

Agency shall immediately attend the defects and complaints noticed at the site. The agency shall provide and develop a system for regular Repair and Maintenance of all the services which includes defect identification and its immediate rectification so, that services are not affected. It shall be the sole responsibility of the Repair and Maintenance agency that all the services are kept in functional condition round the clock during the currency of the contract. Defect Liability period shall be 12 months from the date of completion of work under **BOQ** measurable works.

The contractor shall rectify at his own expenses any defect in the work carried out by him during this period. On failure of the contractor to do so, the same shall be completed by the employer at the risk and cost of the contractor.

14. Penalty 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.

15. Contractor's Failure to carry out Instruction.

In case of default on the part of the Contractor in carrying out defect rectification works, the Employer/Engineer 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 Contractor, 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.

16. Instructions for Variations & Extra Items

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. Those items are not covered in BOQ items (Extra items) should be done through DSR-2016 (Civi 1 & Electrical /Horticulture) and will be paid as per DSR-2016 rates plus as applicable cost index and non-DSR Items will be paid on producing bills/cash memo/voucher up Rs. 1000/- each item and more than Rs. 1000/- each item will be paid by following GFR/CVC norms.

MEASUREMENT

17. Works to be measured

The Engineer shall determine by the measurement of the value of actual work done in accordance with the Contract and the Contractor shall be paid proportionately. Part rate shall be made for any part of **BOQ** items not fully executed. Engineer shall be at liberty to decide the breakup of Lump Sum items and to decide the part rate for any particular item.

18. 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

19. Monthly Statements

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

- a) Attendance sheets, duly certified by Engineer, along with salary certificates, wages sheets of all the workers and staff deployed.
- b) Certified bills miscellaneous materials purchased under different head against items.
- c) Copy of Complaint Register for that period.



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- d) Details of defects/complaints attended and rectified within time.
- d) Details of complaints attended late.
- e) Challan of ESI and EPF contributions with details & Challan ECR of previous month of workers.
- d). Bidder is ensured that monthly salary to Labour will paid by ECS/NFET/ only with proof of salary credit (ECS letter to Bank). Cash paid salary to the labour will not be considered and payable.
- e) GST deposition certificate.
- f) Attendance will be based on Bio-metric (AEBAS) only for regular labour.

20. Deduction of Income Tax

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

21. Monthly Payments

After submission of monthly bill complete in all respects by the contractor, Engineer shall check the bill with the help of contractor and certify for payment of the submission of bill.

Performance Security

- Within two weeks of award of work, the Contractor shall submit a Performance Security/Bank Guarantee @ 5% of tender value for proper performance of the contract in the format enclosed as **Annexure-1**.
- The performance security shall be valid for the duration of the contract period plus 60 days.
- The performance security can be encased by the Employer to recover any amount which is payable by contractor to the Employer on any account for a cause arising out of the contract

22. Default of Contractor

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

23. Amicable Settlement of Dispute

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

24. 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:-



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Amicable settlement has not been reached. It shall be referred to the Sole Arbitration of the **Regional Director, ESIC** who shall proceed as per the Arbitration Act, 1996.

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

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

27. Payment on Termination

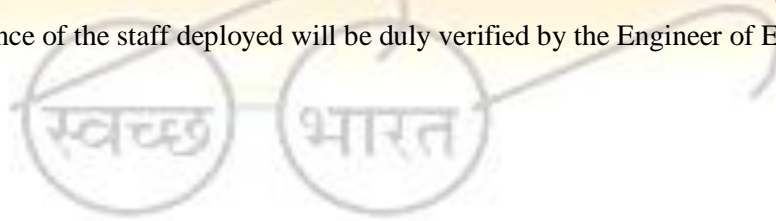
In the event of termination of the contract, employer shall be at liberty to get balance work done at the risk and cost of the contractor and due payment of the contractor, if any, shall be released after the completion of whole of the works.

28. The agency shall submit a list of the staff deployed at start of the work with their ESIC, EPF and bank account no. through which payment will be made to them through ECS.

29. All man power, tools, plants and materials to carry out the AR&M work at the site are to be provided by the Contractor.

30. Uniform, Identity Cards Name Plates have to be provided to each and every deployed staff. Bio-Data of each staff should be maintained and whenever asked for will have to be shown/provided immediately.

31. The attendance of the staff deployed will be duly verified by the Engineer of ESIC daily.



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Annexure-C

Particular Conditions of Contract

1. CPWD specifications/Standards and BIS shall be followed. Where not available, BIS/Engineering practice as directed by the Engineer shall be followed.
2. Complaints shall be made in the format (**Annexure 3**)
3. A complaint register (format at **Annexure 4**) shall be maintained in the Repair and Maintenance Office of the contractor in which all complaints received shall be documented.
4. Formats of Performance Guarantee and Contract Agreement are at **Annexure-1and-2** respectively.
5. All emergent Repair and Maintenance related complaints shall be attended to within twenty four hours and routine/non emergent repairs shall be attended within 48 hours failing which a recovery of Rs. 500 per event per day shall be made from the subsequent bill of the contractor.
6. In the event of failure to attend the complaint within 3 days the Regional Office administration will get the work done at the risk and cost of the agency who has been allotted the AR & M work. The expenditure for the repair & maintenance including cost of material and incidental expenditure incurred for such repairs and penalty levied on account of failure of Agency will be deducted from the subsequent bill/pending dues/security deposit of the AR&M agency. **However, those ARM related works which take few days/time for completing (i.e. Distemping, Painting, Plastering, Concreting and replacing/repairing of Doors/Windows etc. or other works which will be intimated to Contractor to carry out). For these types of works a specified time limit/days will be given to the Contractor to complete. If the Contractor fails to complete the work in given time/days, Penalty may be imposed @ 1% of total tendered value for each week which will be maximum up to @ 3% of total tendered value, if delay will be found unjustified.**
7. The Sewer-man shall ensure that all lines are maintained in a clean condition by carrying out preventive cleaning of all lines at least once each month.
8. 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 each day's work.
9. 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 will be held responsible for any loss or damage to ESIC property.
10. 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.
11. The contractor shall ensure proper record keeping and storing of irreparable/dismantled material with the Care Taker.
12. Water and electricity shall be made available free of cost at nearby 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.



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13. The service clerk & the skilled worker should be facilitated with mobile phone to contact on urgent basis & their numbers should be forwarded to hospital administration.
14. Service clerks should have fair knowledge of civil & electrical maintenance work to depute the workers accordingly & should have some technical qualification/experience.
15. The service clerk shall issue the complaint slip to the worker to be got signed from the user department after attending the complaint & the same should be attached with the monthly bills submitted for payment.
16. The contractor, to whom the work is awarded, will execute the work himself. He will not be allowed to sublet the work to any other agency.
17. All tools, plants and materials to carry out the ARM work at site shall have to be provided by the contractor.
18. The agency shall have to display on notice board in hospital, the name of maintaining agency along with the Supervisor's name to be contacted with telephone nos. for lodging.
19. If the construction agency fails to deploy minimum key personnel required on account of non-deployment of key personnel shall be made from subsequent bill.
20. Uniform with shoes (Two pair in a year), Identity Cards, Name Plates and safety equipment have to be provided to each and every Staff. Bio-Data of each staff should be maintained and whenever asked for will have to be shown/provided immediately.



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Enclosure -I

PERFORMANCE BANK GUARENTEE

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

2) We _____ do hereby undertake to pay the amounts due and payable under this

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

3) We, the said bank further undertake to pay to the **ESIC** any money that is demanded notwithstanding any dispute or disputes raised by the Second Party in any suit or proceeding pending before any court or Tribunal relating thereto, a liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of a liability for payment there under and the Second Party shall have no claim against us making such payment.

4) We _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would take 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



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effect of so relieving us.

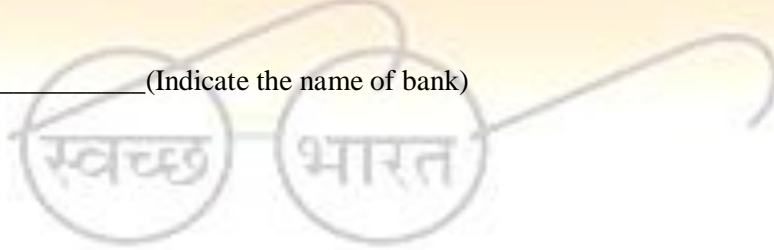
6) This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

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._____ (Rupees_____Only) and unless a claim in writing is lodged with us within six months of the date of expiry of the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Date the_____ Day of_____

For_____ (Indicate the name of bank)



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Enclosure-II

CONTRACT AGREEMENT

1) This CONTRACT (hereinafter called the "Contract") is made the..... Day of the month of..... 2019 between Employees' State Insurance Regional Office, Bhawani Singh Road, Jaipur, Rajasthan on the one hand (hereinafter called the Employer/contractor) and on the other hand(hereinafter called the Contractor)

Whereas.

i. The Client has accepted the offer of the Contractor to provide certain services for the maintenance of

ii. 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:

iii. The following sections of the Tender Documents hereto shall be deemed to form an integral part of this Contract:

1	Notice Inviting Tender and Instructions of Tenderers	Annexure 'A'
2	Scope of Work & General Condition of contract	Annexure 'B'
3	Particular Condition of Contract along with enclosure I,II,III & IV	Annexure 'C'
4	Financial Bid	Annexure 'D'

The mutual right and obligation of the Employer and the Contractor shall be as set forth in the contract, in particular:-

- The Contractor shall carryout the services in accordance with the provisions of the contract and
- The Client shall make payments to the Contractor in accordance with the provisions of the Contract.

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

For and behalf of Client:-

For and behalf of Contractor:-

Witness:-

1.

2.



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Enclosure -III

FORMAT OF COMPLAINT REGISTRATION FORM

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.

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Enclosure -IV

FORMAT OF MAINTENANCE COMPLAINT REGISTER

Sr. No.	Date & Time	Name of Department	Nature of Complaint	Complaint Attendant	Remarks	Signature of Contractor/Supervisor	Signature of Complainant



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