



OFFICE OF THE CHAIRMAN - CUM- MEDICAL SUPERINTENDENT

अध्यक्ष - वीर्य - चिकित्सा अध्यक्ष का कार्यालय
HOSPITAL DEVELOPMENT COMMITTEE, E.S.I. HOSPITAL
अस्पताल विकास समिति, ई.एस.आई. अस्पताल
GORIMEDU, PUDUCHERRY- 605 006

Chinta Se Mukti

गोरीमेडु, पुडुचेरी - 605 006



No. ESIHG/F.No.17/HDC/Civil /2015-16

Dated: 19.07.2017

NOTICE INVITING e-TENDER

The Chairman –cum - Medical Superintendent , ESI Hospital, Gorimedu, Puducherry invites e – Tender (Two Bid System) through “e” procurement solutions from experienced firm/contractors, who have registered with PWD /CPWD / Public Sector and Govt. undertakings and who are having experience in ARM Works of similar nature as mentioned below:-

Sl. No.	Name of Work	Estimate cost value put to Tender	EMD (in INR)	Cost of Tender Schedule	Date of publishing e - Tender	Last date for upload / receipt of e- Tender	Date of opening of e - Tender
1	Annual Repair & Maintenance Works of external work of South and the front block (OPD) of the ESI Hospital, Gorimedu, Puducherry	Rs. 5,36,900/-	Rs. 10,740/-	Rs. 500/- + 18 % GST	18.08.2017 At 11.00 A.M	05.09.2017 Upto 2.00 P.M	05.09.2017 At 3.00 P.M

Tender Schedules are available online from 18.08.2017 at 11.00 A.M (<https://esictenders.eproc.in>) only by those tenderers /Bidders who are having Class IIIB Digital Signature Certificate (DSC) with both components (ie) signature and encryption to participate in the e- tenders and the tender schedule cannot be purchased from the Office of the Chairman –cum-Medical Superintendent , ESI Hospital, Gorimedu, Puducherry, by remitting the cash in the above office and no pre-request for issue of tender schedules will be entertained in the O/o the Chairman –cum-Medical Superintendent.

The interested tenderers should upload duly filled in tender form and their bids along with scanned copies of all the relevant certificates, documents etc., support of their technical & Financial Bids on the <https://esictenders.eproc.in>

On the scheduled time and date of opening the tender committee authorities the opening of the tenders on the notified time. Contractor can access the particulars ,after opening of the tender in the Website. The ESI Hospital will not be liable for any delay in submission of tenders.

Any change in the tender shall be uploaded in the below mentioned website only and further notification shall not be issued in the newspaper. Hence the tenderers may visit the site regularly. The time allowed for completion of the work is **2 months** including monsoon period.

Tender documents are also available for viewing in the website of Employees' State Insurance Corporation (ESIC) (i.e.) www.esic.nic.in / www.esicpondicherry.com

- Sd -

(G. SWAMINATHAN)
CHAIRMAN-CUM-M.S
ESI(H), GORIMEDU, PUDUCHERRY

NOTICE INVITING e-TENDER**Office of the Chairman – Cum – M.S., ESI Hospital, Gorimedu, Puducherry**

Name of the Work: Annual Repair and Maintenance Works of external Work of south and the front block (OPD) of the ESI Hospital, Gorimedu, Puducherry.

Notice inviting e-tender

Digitally Sealed e-tender (two bid system) is invited from Government Registered and eligible contractors for providing Annual Repair and Maintenance Services listed under scope of work in this bid document.

Schedule of e-tender**Details of e-tenders:**

1.	Mode of tendering	Online bidding system through https://esictenders.eproc.in
2.	Type of tender	Two bid system
3.	Estimated value put to tender	5,36,900/-
3.	EMD	10,740/-

Time schedule of e-tender :

S.No.	Particulars	Date	Time
1.	Date of publishing e-tender	18.08.2017	11.00 AM
2.	Last date for submission of online bid	05.09.2017	upto 2.00 PM
3.	Date of opening of e-Tender	05.09.2017	at 3.00 PM

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

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

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**CHAIRMAN-CUM-M.S
ESI(H), GORIMEDU, PUDUCHERRY**

Chapter 1

1. Instruction for e-tendering:

1.1. Payment related Instructions for Bidders:

- | All bidders/contractors are required to procure Class III B Digital Signature Certificate (DSC) with Both DSC Components i.e. Signing and Encryption to participate in the E-Tenders.
- | Bidders should get registered at <https://esictenders.eproc.in>
- | Bidders can contact our Helpdesk at <https://esictenders.eproc.in/html/Support.asp>
- | Bidder needs to submit Bid Processing Fee charges of **Rs. 2495/-** (non-refundable) in the form of Demand Draft from any scheduled bank, in favour of **M/s. C1 India Pvt. Ltd. Payable at New Delhi** for participating in the Tender.
- | Along with the Demand Draft, Bidder needs to send a covering Letter mentioning about the Payment Details, Company Name, Address, Payment towards ESIC Bid Processing Fees (Mention the Tender ID and Tender Title).
- | The Payment should reach at the below mentioned address, one day before the due date and time of Bid Submission.

Kind Attn:

Mr. Mohit Chauhan

C1 India Pvt. Ltd.

**301, Gulf Petro Chem Building, 1st Floor, Udyog Vihar, Phase – 2,
Gurgaon, Haryana – 122015.**

Note: Payment will be approved only after physical receipt of Demand Draft of **Rs. 2495/-** to the above said address, so post them in advance by **(04.09.2017)** to avoid any cancellation of Tender.

HELP DESK NUMBERS

HELPDESK NUMBERS ARE OPEN BETWEEN 09:30 HRS TO 18:00HRS IST

MONDAY TO FRIDAY (Exclusions: HOLIDAYS)

Please email your issues at esichelpdesk@c1india.com before you call helpdesk.

This will help us serving you better.

Contact Nos. and E-mail IDs of Helpdesk Officers

Chapter 2

2. Instruction and Tender conditions

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

Nature of Facility – **ESI Hospital, Gorimedu, Puducherry**

2.1.1. SCOPE OF THE SERVICES TO BE PROVIDED:-

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

- l Water supply, Sanitary and Plumbing work.
- l Storm Drainage & Sewage Disposal work.
- l Building repair and maintenance of civil nature.
- l Repair and Maintenance of internal roads.
- l Maintenance of earthing pits.

2.2. INSTRUCTIONS TO THE TENDERERS

2.2.1. The interested bidders should submit the tender through online only at

<https://esictenders.eproc.in> from **18.08.2017 to 05.09-2017 upto 2.00 pm**

2.2.2. The tender document can be obtained by downloading it in pdf format from

www.esic.nic.in, and www.esictenders.eproc.in.

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

2.2.4. The amount of earnest money deposit (EMD) is **Rs.10,740/-** (Rupees **Ten Thousands Seven Hundred and Forty** Only) and should be paid in the form of Demand Draft/Pay Order/Banker's cheque drawn from any scheduled bank in favor of **ESI Fund, A/C No.1** payable at **Puducherry**. The original Earnest Money Deposit (EMD) should be submitted with covering letter in a sealed envelope addressed to:

**The Chairman – Cum- Med. Supdt.
ESI Hospital, Gorimedu,
Puducherry - 605 006**

Duly superscripted with the name of work by post or by hand delivery on or before 04.09.2017 or one hour before scheduled closing time (05.09.2017 at 2.00 pm)

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

2.2.6. Each and every page of the scanned documents should bear stamp **and** signature of the authorized representative/quoting firm. Format I & II enclosed shall be filled without exception. The tenderer shall also enclose the copies of documents in support of details about the firm besides Income Tax Returns, ESI & EPF registration, VAT Registration, Service Tax Registration and Completion Certificate for the works.

- 2.2.7. Conditional tender are liable to be rejected.
- 2.2.8. The tender for the work shall remain open for acceptance for a period of 90 days from the date of opening of tender.
- 2.2.9. The Competent Authority of ESIC, reserves the right to accept or reject any tender or all tenders without assigning any reason.
- 2.2.10. EMD of unsuccessful tenderers shall be refunded within a month from date of work order to the successful tenderer.
- 2.2.11. The rates for each and every item shall be quoted in Figure and words, in the schedule enclosed. In case of any discrepancy in rates, the rates written in words shall prevail.
- 2.2.12. The site for the work can be inspected on any working day during office hours by contacting the ESIC Engineers.
- 2.2.13. Rates quoted shall be firm and fixed and are inclusive of cost of manpower, material, machinery, tools and plant etc., duties and levies, insurance etc. and all statutory taxes such as Works contract tax, Labour Welfare cess and VAT etc., excluding Service Tax. No, escalation of whatsoever nature shall be payable later on.
- 2.2.14. The Service Tax will be reimbursed on submission of proper voucher for the remittance to the concern department for the work **Annual Repair and Maintenance works of external Work of south block (OPD) of the ESI Hospital, Gorimedu, Puducherry ESI Hospital, Gorimedu, Puducherry.** However, the responsibility toward payment of Service Tax lies with the contractor.
- 2.2.15. These above instructions shall form a part of the contract document.

2.2.16. **Eligibility criteria:**

- I. Registration with any state PWD / CPWD / Govt. under takings with current validity for both Civil works with appropriate class.
- II. The tenderer should have minimum three years experience in the field of annual repair and maintenance of Civil works and documentary evidence with copies of work orders and completion certificate shall be enclosed for the formats I & II.
- III. The tenderer should have successfully completed the following work in the last 3 years.
 - (i) One similar work of value not less than **Rs. 4,29,520/-**
(equals to 80% the value of work to be executed)
or
 - (ii) Two similar work of value not less than **Rs.2,68,450/-**
(equals to 50% the value of work to be executed)
or
 - (iii) Three similar work of value not less than **Rs. 2,14,760/-**
(equals to 40% the value of work to be executed)

- (iv) The tenderer should have minimum in-house manpower to cover requirements of Formats III (A) and (B).
- (v) Average Annual financial turnover during the last three financial (2013-14, 2014-15, 2015-16) years should be at least 100% of the estimated cost and statement to be authenticated by Chartered Accountant. The Successful tenderer shall be required to establish its office within the site of the work in the space provided by the ESIH.
- (vi) The tenderer must be registered with following statutory authorities and must also furnish self attested copies of supporting documents
 - I ESI, EPFO, Income Tax, Service Tax & VAT.
 - I Any other registration which is mandatory for such agencies stipulated by Concerned authorities from time to time.
- (vii) The following documents must be submitted along with the Tender documents:
 - I Audited Balance Sheet of Last three financial years (2013-14, 2014-15 & 2015-16) along with Income and Expenditure Statement (P&L Account & Audit Reports signed by Chartered Accountant to be submitted)
 - I Income Tax returns for last three financial years (2013-14, 2014-15, 2015-16) to be submitted

2.2.17. Submission of bids: Bidders should submit the tender through online only at <https://esictenders.eproc.in> . The Demand Draft for the EMD will be verified first. Only after satisfying the EMD conditions, the tender will be considered for opening of Technical Bid .

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

2.2.19. Financial Bid: The financial bid of the tenderer, whose technical bid is found to be qualified as per prescribed eligibility criteria under 2.2.16 and same will be opened by the committee.

2.2.20. Award of work:

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

2.2.21. PERFORMANCE GUARANTEE

The successful tenderer will have to submit a performance guarantee at the rate of 5% of the contract value for proper performance of contract in the format enclosed (Enclosure-III) within 15 days of award of contract. The performance guarantee shall be valid for the duration of time allowed for contract plus 60 days period. The performance security can be encashed by the ESIH to recover any amount which is payable by the contractor to the ESIH on account for a clause arising out of the contract. An agreement between the Medical Supdt. & successful bidder will be entered into on Rs.100/- non-judicial stamp paper. Stamp Value will be borne by the successful bidder. The ESI Hospital Tender Committee on evaluation of the tender and if the tender is found that the over all amount quoted is 15% and more than 15% below then the Estimate cost put to tender the contractor shall be asked to pay an additional Performance Guarantee amounting to 50% of the difference between the quoted amount and estimate cost put to tender. Failure to furnish the additional Performance Guarantee over and above the normal performance guarantee of 5% within 15 days from the date of receipt of acceptance letter, shall entitle cancellation of award and fore feature of EMD furnished. Incase if the contractor is not able to complete the work within the period of completion as mentioned in the agreement, the contractor is agreeable to the fore feature of entire Performance Guarantee paid by the contractor.

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

2.3. GENERAL CONDITIONS OF CONTRACT

Definitions and interpretation

2.3.1. Definitions

- (a) In the contract (as hereinafter defined) the following works and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
1. "Employer" means the ESIH and the legal successors in title to ESIH.
 2. "Engineer" means the person appointed by ESIC to act as Engineer for the purposes of the Contract.
 3. "Contractor" means an individual or firms (proprietary or partnership) whether incorporated or not, that has entered into contract (with the employer) and shall include his/its heirs, legal representatives, successors and assigns. Changes in the constitution of the firm, if any shall be immediately notified to the employer, in writing and approval obtained for continued performance of the contract.
- (b)
- (i) "Contract" means these conditions, the Specification, the Bill of Quantities, the Tender, the Letter of acceptance, the Contract Agreement (and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement).
 - (ii) "Specification" means the specification of the works included in the Contract and any modification thereof.
 - (iii) "Drawings" means all the completion drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract.
 - (iv) "Bill of Quantities" means the priced and competed bill of quantities forming part of the Tender.
 - (v) "Tender" means the Contractor's priced offer to the Employer for the execution and completion of the works and the remedying of any defects therein accordance with the provisions of the Contract, as accepted by the Letter of Acceptance. The word tender is synonymous with "Bid" and the words "Tender Documents" with "Bid Documents".
 - (vi) "Letter of Acceptance" means the formal acceptance of the tender by ESI(H).
 - (vii) "Contract Agreement" means the contract agreement (if any) referred to in (b) (i) above.
 - (viii) "Appendix to Tender" means the appendix comprised in the form of Tender annexed to these Conditions.

- (c) (i) “Commencement Date” means the date upon which the Contractor receives the notice to commence the works.
- (ii) “Time for Completion” means the time period for which the contract of Repair and Maintenance has been awarded by the employer to the contractor.
- (d) “Taking over Certificate” means a certificate issued by employer evidencing successful completion of the awarded work.
- (e) (i) “Contract Price” means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the works and remedying of any defects therein in accordance with the provisions of the Contract.
- (ii) “Retention Money” means the aggregate of all monies retained by the Employer.
- (f) (i) “Works” means the Permanent Works and the Temporary Works or either of them to be executed in accordance with the contract.
- (ii) “Site” means the places provided by the Employer for Annual Repair & Maintenance works under the jurisdiction of ESI Hospital, Gorimedu, Puducherry
- (iii) “Cost” means all expenditure properly incurred or to be incurred, whether on or off the site, including over head and other charges but does not include any allowance for profit.

ENGINEER

2.3.2. Engineer's Duties and Authority

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

2.3.3. Custody and supply of drawings and documents

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

2.3.4. Sufficiency of Tender

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

2.3.5. Contractor's Employees

The Contractor shall provide on the Site, qualified and experienced technical staff in connection with the Repair and Maintenance of the works and remedying of any defects therein.

2.3.6. Engineer at Liberty to Object

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

2.3.7. Safety, Security and Protection of the Environment

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

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

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

2.3.8. Damage to Persons and Property

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:

- (a) death of or injury to any person, or
- (b) loss or damage to any property (other than the works) Which may arise out of or in consequence of the Repair and Maintenance of the works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

2.3.9. Accident or injury to Workmen

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman for death or injury resulting from any act or default of the contractor. The contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and expenses whatsoever in respect thereof or in relation thereto.

2.3.10. Evidence and Terms of Insurance

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

2.3.11. Compliance with Statutes, Regulations

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

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

2.3.12. Time for Completion

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

2.3.13. Extension of Time for Completion

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

2.3.14. Defect Identification and its rectifications

The Contractor shall immediately attend the defects and complaints noticed at site. The Contractor shall provide and develop a system for regular Repair and Maintenance of all the services which includes defects identifications and its immediate rectification so, that services are not affected. It shall be the sole responsibility of the Repair and Maintenance agency that all the services are kept in functional condition round the clock during the currency of the contract. 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 at the risk and cost of the contractor.

2.3.15. Liquidated Damages for Delay

If the Contractor fails to attend any complaint or defect in due course of time and if in the opinion of engineer delay is on the part of Repair and Maintenance agency, the employer can impose liquidated damages on the contractor as detailed in the particular conditions.

2.3.16. Contractor's failure to carry out Instructions

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

2.3.17. Instruction for Variations

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

MEASUREMENT

2.3.18. Works to be measured for BOQ (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.

2.3.19. Method of Measurement

The works shall be measured net, notwithstanding any general or local custom, except where otherwise provided in the Contract.

CERTIFICATES AND PAYMENTS

2.3.20. Monthly Statements

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

- (a) Attendance sheets along-with salary certificates, wages sheets of all the workers and staffs deployed against item "No. A".
- (b) Certified bills miscellaneous materials purchased under different heads against items No. "A" not covered in format III D.
- (c) Details of defects/complaints attended and rectified within time.
- (d) Details of complaints attended late.
- (e) Test certificates of materials used and tests carried out for quality control as required by the specifications and the Engineers.
- (f) Log sheets / books of DG set.

2.3.21. Deduction of Income Tax

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

2.3.22. 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 due amounts for payment within 15 days.

2.3.23. Correction of Certificates

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

2.3.24. Final Certificate

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

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

2.3.25. Default of Contractor

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

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

2.3.26. Amicable Settlement of Dispute

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

2.3.27. Arbitration.

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

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

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

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- 2.3.27.2.** The award of the Arbitrator shall be final, conclusive and binding on both the parties
- 2.3.28.** Payment on termination; In the event of termination of the contract, employer shall be at liberty to get balance work done at the risk and cost of the contractor and due payment of the contractor, if any, shall be released after the completion of whole of the works.
- 2.3.29.** All the recoveries regarding Income Tax, Works Contract Tax, Labour Welfare Cess etc. will be deducted from the contractors' payment and remittance will be made to the respective departments. In respect of Service Tax, the same shall be paid by the contractor to the concerned department and it will be reimbursed to the contractor by the competent authority after satisfying that it has been actually and genuinely paid by the contractor towards this works (or) as per the rules prevailing at the time of completion of works.
- 2.3.30.** The Contractor shall procure all the materials required for the work and the materials shall be in accordance with the relevant specifications of CPWD/IS specification/manufacturers specifications. The materials shall be got approved by the ESIC Engineer before it is consumed into works. The contractor shall also arrange all the required plant and machinery.
- 2.3.31.** The contractor shall also be responsible for proper handing over of the dismantled materials to ESIH Engineer along with details of the same in writing.
- 2.3.32.** Disposal of building rubbish/malba/ similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading at the approved municipal dumping ground.

2.4. PARTICULAR CONDITIONS OF CONTRACT

- 2.4.1.** CPWD specifications shall be followed. Where not available, BIS/Engineering practice as directed by the Engineer shall be followed.
- 2.4.2.** Complaints shall be made in the format (Enclosure – I)
- 2.4.3.** A complaint register (format at Enclosure-II) shall be maintained in the Repair and Maintenance Office of the contractor in which all complaints received shall be documented.
- 2.4.4.** Formats of Performance Guarantee and Contract Agreement are at Enclosure III and IV respectively.
- 2.4.5.** All emergent Repair and Maintenance related complaints shall be attended to within twenty fours and routine/non emergent repairs shall be attended within 48 hours hour failing which a recovery of Rs. 300 per event per day shall be made from the subsequent payment certificate of the contractor.
- 2.4.6.** In the event of failure to attend the complaint within 3 days the Director will get the work done at the risk and cost of the agency who has been allotted the AR & M work. The expenditure for the repair & maintenance including cost of material and incidental expenditure incurred for such repairs and penalty levied on account of failure of Agency will be deducted from the subsequent payment/pending dues/security deposit of the AR&M agency
- 2.4.7.** The Sewerman shall ensure that all lines are maintained in a clean condition by carrying out preventive cleaning of all lines at least once each month.
- 2.4.8.** As the work will have to be carried out in building and area in use the contractor shall ensure :
- 2.4.8.1.** That the normal functioning of ESIC activity is not affected as far as possible.
- 2.4.8.2.** That the work is carried out in an orderly manner without noise and obstruction to flow of traffic.
- 2.4.8.3.** That all rubbish etc. is disposed off at the earliest and place is left clean and orderly at the end of each day's work.
- 2.4.8.4.** The contractor shall ensure that his Repair and Maintenance staff is qualified and licensed for their part of work. He shall be responsible for their conduct. The staff should behave in a courteous manner. The contractor shall be held responsible for any loss or damage to ESIC property.
- 2.4.8.5.** The contractor shall ensure safety of his workers and other at site of work and shall be responsible for any consequence arising out of execution of the Repair and Maintenance work.

2.4.8.6. When instructed to do so, the contractor shall ensure proper record keeping and storing of irreparable/dismantled material.

2.4.8.7. Water 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 to follow the relevant rules, regulations and laws in this regard shall be entirely that of the contractor.

2.5. ADDITIONAL PARTICULAR CONDITIONS OF CONTRACT

For the services to be operated and maintained by the Contractor for which lump sum amount have been quoted, the following shall apply :-

2.5.1. Horticulture:-

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

NOTE :

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

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

Any major repair involving overhaul of engine, rewinding of motors, replacement of major components like compressor etc. is excluded from the scope of work and shall be paid for on actuals. However, if the repairs/replacement arises out of negligence of the Contractor or his staff, the same shall be carried out by the Contractor at his own cost. Prior approval of the Engineer is to be obtained for any such major repair/replacement. The Contractor shall depute qualified and experienced staff for running and maintenance of the Systems/Equipments.

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

(TO BE TYPED ON BIDDER'S LETTER HEAD)

UNDERTAKING

To,

The Chairman–Cum-Medical Superintendent
ESI Hospital,
Gorimedu,
Puducherry – 605 006

Sub: **Tender for Annual Repair and maintenance Works of external work of South and the front block (OPD) of the ESI Hospital, Gorimedu, Puducherry– Reg.**

Sir,

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

Signature

Name

Seal

ANNEXURE-F**Technical Bid****E.S.I.Hospital, Gorimedu, Puducherry****Check list of the documents to be submitted with the tender**

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

S. No	Items	Yes / No
1	EMD	
2	Tender form with complete technical bid with all pages serially numbered , signed and stamped on each page	
3	Audited Balance sheet of last three years with details of annual turnover, profit/loss account etc	
4	Income tax statement of last three years with income tax clearance certificate.	
5	Attested photo copy of Pan card	
6	ESI Registration certificate copy with last payment details	
7	EPF Registration certificate copy with last payment detail	
8	Service Tax registration certificate with details of the last payment	
9	Certificate of Registration commercial tax department (VAT) and latest return's file.	
10	Documents in support of contracts fulfilled in last 3 years along with their values in support of the experience and financial credibility with TDS (Form-26 AS)Certificate	
11	Satisfactory completion of contract certificate from previous organizations	
12	Copy of Registration/enlistment with Central/State Govt/PSU/Autonomous Bodies.	
13	Any other detail	
14	Copy of Staff / Employees qualification certificate / Electrician license etc.,	
15	Copy of Electrical License of company (not less than "EA")	

PART-A
(Technical Bid)
Format - I

1. BRIEF DESCRIPTION OF THE FIRM:

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

1	NAME OF TENDERING COMPANY / FIRM / TENDERER	:	
2	NAME OF OWNER / DIRECTORS	:	
3	FULL PARTICULARS OF OFFICE		
a)	Address	:	
b)	Telephone No	:	
c)	Fax No	:	
d)	E-Mail Address	:	
4	FULL PARTICULARS OF THE BANKERS OF COMPANY / FIRM /.		
a)	Name of the Bank	:	
b)	Address of the Bank	:	
c)	Type of Account and Account No.	:	
d)	MICR/IFSC code	:	
5	REGISTRATION DETAILS		
a)	PAN / GIR No.	:	
b)	TIN No.	:	
c)	Service Tax Registration No.	:	
d)	Valid Electrical Contractor's License	:	
6	DETAILS OF EARNEST MONEY DEPOSIT		
a)	Amount (Rs.)	:	
b)	D.D. No. and Date	:	
c)	Drawn on Bank	:	
d)	Valid up to	:	

7	WHETHER THE AGENCY IS BLACK LISTED BY ANY STATE/CENTRAL GOVT	:	
8	TURN OVER OF THE FIRM		
a)	2014-15	:	
b)	2015-16	:	
c)	2016-17	:	

Note : -

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

Format II**EXPERIENCE OF COMPANY**

Experience of relevant and similar work of Annual Repair and Maintenance Civil and Electrical Works completed during last three years preceding April 2016 and ongoing works. Use separate sheet for each work.

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

Note:-

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

FORMAT III
MANPOWER DEPLOYMENT SCHEDULE

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

Sl.No	Category	Nos.	Remarks (to be filled by ESI(H))
1.	Supervisor		
2.	Plumber		
3.	Helper		

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

S. No.	Category	Monthly expected deployment	Remarks (to be filled by ESI(H))
1.	-	-	-
2.	-	-	-
3.	-	-	-
4.			
5.			

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. They should be well equipped with all required tools & measuring instruments.

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

ANNEXURE 'D'**PART B**
FINANCIAL BID

Name of work: Annual Repair and maintenance Works of external work of South and the front block (OPD) of the ESI Hospital, Gorimedu, Puducherry .

ABSTRACT OF COST

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

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

NOTE :-

- (i) The Contractor shall maintain an inventory and use common miscellaneous sundry materials (screws, nails, washers, internal fitting of taps, valves, tanks etc., plumbing thread, safeda, clamps, hooks, cement & patch repairs etc.) which are required for the work the cost of which is included in the above item.
- (ii) The above rates shall include the cost of any assistance of unskilled/semi-skilled persons required by the skilled workers.

In case of absence of any of the above mentioned workers without providing suitable replacement, an amount of Rs.300 per day shall be recovered as liquidated damages per person per day of absence.

Supply of workers on call: -The workers listed in format III 'B' shall be available on call with 24 hours notice at the rates mentioned against each.

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

S. No.	Category	Monthly expected deployment (to be filled by ESI(H))	Rate	Amount	Remarks
1.	Mason				
2.	Helper				
3.	Sewerman				

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

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

C. BILL OF QUANTITIES – Measurable items

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

S. No.	ITEM OF WORK	UNIT	QTY	RATE	AMOUNT
1	2	3	4	5	6
	AS PER BOQ ATTACHED				

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

The work shall be carried out as per the enclosed programme (Annexure „E“).

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

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

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

S. No.	ITEM OF WORK	UNIT	QTY	RATE	AMOUNT
1	2	3	4	5	6
	AS PER BOQ ATTACHED				

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

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

COMPLAINT REGISTRATION FORM

Date :

Time :

Nature of complaint :

Signature of Complainant _____

Name _____

Complaint attended _____ (Name) Date

Time From To

Certified that the complaint has been satisfactorily attended.

Contractor Complainant

Date

To be submitted alongwith running bills.

Enclosure -II**MAINTENANCE COMPLAINT REGISTER**

S. No.	Date & Time	Complaint	Nature of Complainant	Complainant attended by Name Date & Time	Remarks	Signature of Contractor

Enclosure III**FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND**

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

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

(Rupees _____ only).

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

The payment so made by us under this bond shall be a valid discharge of a liability for payment there under and the Second Party shall have no claim against us making such payment.

4. We _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would taken for the performance of the said agreement and that it shall continue to enforceable till all the dues of the ESIC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or Engineer-in-Charge on behalf of the ESIC certified that the terms and conditions of the said agreement have been fully and properly carried out by the second party and accordingly discharges this guarantee.
5. We _____ (indicate the name of Bank) further agree with the ESIC that, the ESIC shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or form time to time any of the powers exercisable by the ESIC against the said Second Party and to bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said contractor or for any forbearance, act of omission on the part of the ESIC or any indulgence by the ESIC to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.
7. We _____ lastly undertakes not to revoke this guarantee except with the previous consent of the ESIC in writing.
8. This guarantee shall be valid upto _____. Unless extended on demand by ESIC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry of the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.
- Dated the _____ day of _____ for _____
(indicate the name of bank).

Enclosure-IV**CONTRACT AGREEMENT FORMAT**

This CONTRACT (hereinafter called the “Contract”) is made the _____ day of the month of _____ 2017 between Regional Office, Employees' State Insurance Corporation, Puducherry 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 **Annual Repair and maintenance Works of external work of south and the front block (OPD) of the ESI Hospital, Gorimedu, Puducherry.**
- b. The contractor, having represented to the client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this contract Agreement.

Now therefore the parties hereto hereby agree as follows:

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

1.	Instruction to Tenderers	Annexure ‘A’
2.	General Conditions of Contract	Annexure ‘B’
3.	Particular conditions of contract along with Enclosure I, II, III & IV	Annexure ‘C’
4.	Programme of work other than day to day maintenance (Financial Bid)	Annexure ‘D’
5.	Undertaking	Annexure ‘E’
6.	Checklist of documents submitted with tender	Annexure ‘F’

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

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

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

FOR AND ON BEHALF
OF (CLIENT)

FOR AND ON BEHALF
OF (CONTRACTOR)

**Office of the Chairman-Cum- Medical Supdt.
ESI Hospital
Gorimedu, Puducherry – 605 006**

SCHEDULE

SCHEDULE “A” – SCHEDULE OF QUANTITIES

NAME OF WORK: Annual Repair and maintenance Works of external work of South and the front block (OPD) of the ESI Hospital, Gorimedu, Puducherry

Sl. No.	Description	Qty.	Rate in figures and words (Rs.)	Unit	Amount
1.	<u>DSR Code No. 14.43</u> Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	3070 Sqm		1Sqm.	
2	<u>DSR Code No. 14.17</u> Raking out joints in lime or cement mortar and preparing the surface for repointing or replastering, including disposal of rubbish to the dumping ground within 50 metres lead.	521.50 Sqm		1 Sqm	
3	<u>DSR Code No. 13.8.2</u> 15 mm cement plaster finished with a floating coat of neat cement : 1:4 (1 cement : 4 fine sand)	521.50 Sqm		1 Sqm	
4.	<u>DSR Code No.13.47.1</u> -Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade : New work (Two or more coats applied @ 1.43 ltr/ 10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/ 10 sqm)	2254 Sqm		1 Sqm	
5	<u>DSR Code No.14.67.1</u> - Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade 14.67.1 Old work (Two or more coats applied @ 1.43 ltr/ 10 sqm) over existing cement paint surface	816 Sqm		1 Sqm	
6	<u>DSR Code No.14.72</u> -Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challis, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it thereafter .The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer-in-charge .The elevation area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding. Note: - This item to be used for maintenance work judicially, necessary deduction for scaffolding in the existing item to be done.	170 Sqm		1 Sqm	

SCHEDULE

SCHEDULE "A" – SCHEDULE OF QUANTITIES

NAME OF WORK : Annual Repair and maintenance Works of external work of south and the front block (OPD) of the ESI Hospital, Gorimedu, Puducherry

Sl. No.	Description	Qty.	Rate in figures and words (Rs.)	Unit	Amount
7.	<u>Materials Code No. 7189</u> Supplying and fixing UPVC pipes (Working pressure 4kg /cm ²) single socketed pipe 110mm	24 Mtrs.		1 Rm	