



SUB REGIONAL OFFICE ROHINI

(ISO 9001:2008 CERTIFIED OFFICE)

EMPLOYEES' STATE INSURANCE CORPORATION

(Ministry of Labour & Employment, Govt. of India)

D-11, SECTOR-7, ROHINI, DELHI - 110085

TENDER DOCUMENT FOR ANNUAL REPAIR & MAINTENANCE SERVICES



SUB REGIONAL OFFICE ROHINI
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EMPLOYEES' STATE INSURANCE
CORPORATION
(Ministry of Labour & Employment, Govt. of India)
D-11, SECTOR-7, ROHINI, DELHI – 110085

TENDER NOTICE FOR PROVIDING
ANNUAL REPAIR & MAINTENANCE KEEPING SERVICES
FOR
ESIC, SRO ROHINI, DELHI

1. Joint Director (Incharge) invites sealed tenders from the interested and eligible tenderers to provide Annual Repair & Maintenance services for ESIC Sub-Regional Office Rohini, Delhi for Two years which is extendable for a maximum period of one year or till finalization of subsequent tender with mutual understanding, if needed.

Name of Work	Estimated Annual Cost for a year	Earnest Money Deposit (EMD)	Security Deposit (SD)	Last Date of Receiving of online & sealed tender bids	Date of Tender Opening
Annual Repair & Maintenance Services for ESIC Sub-Regional Office Rohini, Delhi	Rs. 24.00 Lacs	Rs.48,000/-	Rs.1,20,000/-	27-03-2017 12:30 PM	27-03-2017 02:30 PM

2. Tender Document can be downloaded from the ESIC Headquarters website www.esic.nic.in under 'Tenders' tab or <https://esictenders.eproc.in> or through Central Public Procurement Portal website <http://eprocure.gov.in> and may be submitted online along with required enclosure by stipulated date & time.
3. The Tender has to be submitted online on the website: <https://esictenders.eproc.in> and a hard-copy of the Technical Bid & EMD should be deposited manually in Tender Box at ESIC, SRO Rohini on or before 27/03/2017 by 12.30pm.
4. For clarification of queries, if any, the tenderer may contact General Branch, ESIC, SRO Rohini on any working day (Monday to Friday) on or before 24/03/2017 between 10.00 AM to 05.00.

Joint Director (Incharge)



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D-11, SECTOR-7, ROHINI, DELHI-110085

Tel: 011-27048945 Website: www.esic.nic.in, www.esicrorohini.in E-mail: dir-rohini@esic.in

Payment Related Instructions for Bidders for Participating in E-Tender: -

- All bidders/contractors are required to procure Class-III B Digital Signature Certificate (DSC) with Both DSC Components i.e. Signing & Encryption to participate in the E-Tenders.
- Bidder should get Registered at <https://esictenders.eproc.in>.
- 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: Ms. Mohit Chauhan
C1 India Pvt. Ltd.
301, Gulf Petro Chem Building, 1st Floor,
Udyog Vihar, Phase – 2,
Gurgaon, Haryana - 122015

Note: (1) Payment will be Approved only after physical receipt of Demand Draft.
(2) The payment to ESIC for EMD is in addition to the payment mentioned above.



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Website: esic.nic.in | Ph. No. 011-27040347 | FAX – 011-27056510

Welcome to C1India

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Employees' State Insurance Corporation
e-Procurement Portal

HELPDESK NUMBERS ARE OPEN BETWEEN 0930 HRS to 1800 HRS 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 email IDs of helpdesk officers :

Name	Email	Phone Numbers
1. Mr. Elavarasan Raghunathan	elavarasan.raghunathan@c1india.com	+91-022-66865600/10/11/ +91-8655995550
2. Ms. Anjali Thombare	anjali.thombare@c1india.com	+91-022-66865600/10/11
3. Mr. Ashish Kumar	ashish.kumar@c1india.com	+91-0124-4302035/ +91-9971556555
4. Mr. Vijay Kalra	vijay.kalra@c1india.com	+91-0124-4302034/ +91-9711770455
5. Mr. Saurav Gautam	saurav.gautam@c1india.com	+91-124-4302037/ +91-9911874555
6. Mr. Partha Ghosh	partha.ghosh@c1india.com	+91-8811093299
7. Mr. Mohit Chauhan (Payment related queries only)	mohit.chauhan@c1india.com	+91-124-4302033

FOR ESCALATIONS CONTACT

Name	Email
1. Mr. Ashish Goel	ashish.goel@c1india.com
2. Mr. Nimesh Bhardwaj	nimesh.bhardwaj@c1india.com
3. Mr. Achal Garg	achal.garg@c1india.com

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Tel: 011-27048945 Website: www.esic.nic.in, www.esicrrohini.in E-mail: dir-rohini@esic.in


NOTICE INVITING TENDER

The Joint Director (In-charge), ESI Corporation, SRO Rohini, Delhi invites sealed Tender, under two bid system (Technical Bid & Financial Bid), from enlisted and eligible, registered Civil & Electrical contractors in Central/ State Govt./PSUs/Autonomous body for Annual Electrical & Civil Repair, Maintenance & Operation Work at ESIC, SRO Rohini, Delhi & its 5 District/Branch Offices at Delhi for the period of one year (from the date of award of tender). The sites of above said work will be,

1. ESI Corporation, Sub-Regional office Rohini, D-11, Sector-7, Rohini, Delhi-110085.
2. ESI Corporation, Office of Dy. Director, North Delhi District, 208-209, MSP Mall, FC-1, B-Block, DSIIDC, Narela Industrial Park, Delhi-110040 (Emergency only).
3. ESI Corporation, Branch Office Ashok Vihar, 1st Floor, ESI Dispensary Complex, Block-A, Wazirpur Industrial Area, Delhi-110052.
4. ESI Corporation, Branch Office Badli, ESI Dispensary Complex, B-IX, Secotr-5, Rohini, Delhi-110085.
5. ESI Corporation, Model Branch Office Nangloi, A-5, Naresh Park Extn., Najafgarh Road, Nangloi, Delhi-110041 (Emergency only).
6. ESI Corporation, Branch Office Narela, 208-209, MSP Mall, FC-1, B-Block, DSIIDC, Narela Industrial Park, Delhi-110040 (Emergency only).

Estimated cost:-Rs.24.00 Lacs{Labour+ (Civil+Electrical)}

1.Part-I	Rs. 16.00 Lacs
2.Part-II & III	Rs. 8.00 Lacs


Joint Director (In-charge)
ESI Corporation, SRO Rohini



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Website: esic.nic.in | Ph. No. 011-27040347 | FAX - 011-27056510

NOTICE INVITING TENDER

Sealed tenders under two bid system are invited from enlisted and eligible, registered Civil & Electrical contractors in Central/ State Govt./PSUs/Autonomous body for Annual Electrical & Civil Repair, Maintenance & Operation Work at ESIC, SRO Rohini, Delhi & its 5 District/Branch Offices at Delhi for the period of one year (from the date of award of tender) as per details below: -

1. Name & Scope of work: - Repair & Maintenance work including operation & maintenance of D.G. Set and Civil & Electrical works.

2. Estimated cost:- Rs.24,00,000/- (Rupees Twenty Four Lacs only)

3. Eligibility Criteria.

(i) The tenderer should have minimum three years experience as on 31.03.16 in works of similar nature and **annual turnover of last three years must not be less than Rs. 1,20,00,000/- (Rupees Once Crore Twenty Lacs).**

(ii) Preference will be given to agencies having experience in Central Govt./State Govt/ PSU/ Autonomous bodies & should be registered in appropriate class with a valid **Electrical License.**

(iii) They should have undertaken/completed the following work in the last 3 years.

(a) Three similar works each of value not less than 40% of the estimated cost put to tender i.e. (Rs.9,60,000)

Or

(b) Two similar works, each of value not less than 50% of the estimated cost put to tender i.e. (Rs.12,00,000)

Or

(c) One similar works each of value not less than 80% of the estimated cost put to tender i.e. (Rs.19,20,000).

Copies of the TDS certificates (Form-16A) in respect of payments received from these contracts are required to be submitted along with the tender as proof of work executed.

- (iv) (a) Audited Balance Sheet of last three years i.e. 2011-12, 2012-13 and 2013-2014, with Income and Expenditure statement and Profit and Loss Account & Audit report of last three years.
(b) Income tax return of last three years.
(c) Service Tax Registration certificate.
(d) PAN No.
(e) ESIC and EPF registration numbers /certificates.

All payments pertaining to VAT, service tax, ESIC, EPF should have been paid up to date.

5. Earnest Money: - Rs.48,000.00 (Rs. Forty Eight Thousand only) to be deposited along with tender, through DD in favor of "**E.S.I.C Fund Account No.-1**" payable at Delhi. Bids received without EMD will not be considered and summarily rejected.

6. The successful bidder have to deposit a sum @ 5% of contract amount as security money within 7 days from the Date of Letter of Award & a sum @ 5% of the gross amount of the bill shall be deducted from each running bill of the contractor.

7. PERFORMANCE GUARANTEE: - The contractor whose bid is accepted will be required to furnish performance guarantee of Rs.1.20 lacs before the Allotment of Award letter. Deposit in the Shape of Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank.
The performance guarantee shall be refunded to the contractor soon after the completion of the work and recording of the completion certificate

8. Tender Document:- Tender Document can be downloaded from the ESIC Headquarters website **www.esic.nic.in** under 'Tenders' tab or **https://esictenders.eproc.in** or through Central Public Procurement Portal website **http://eprocure.gov.in** and may be submitted online along with required enclosure by stipulated date & time.

9. Date of submission of Tender: - Up to 12:30 pm on **27.03.2017** online as well as deposit of Technical Bid & EMD in the tender box kept in ESI Corporation, SRO Rohini, D-11, Sector-7, Rohini, Delhi-110085.

10. Date of opening of Tender: - The tenders shall be opened (Technical Bid) in the presence of the tenderers who choose to be present on **27.03.2017** at **2:30 pm** at SRO Rohini. In case, the date is declared a public holiday, tenders shall be received & opened as per above schedule on next working day.

11. Incomplete, conditional or delayed bids will not be considered & summarily rejected.

12. In case photostat copies of certain documents are submitted in respect of profile of the firm in the format I & II of the Technical Bid, original documents will have to be produced by the bidding firm /contractor for verification & evaluation of Technical Bid.

13. The competent authority reserves the right to accept or reject any or all tenders without assigning any reason.



**Joint Director (In-charge)
ESI Corporation, SRO Rohini**

INSTRUCTION TO THE TENDERERS

1. Tender form shall be completed in all respect. Incomplete tender or tenders without E.M.D shall be treated as invalid.
2. Conditional tenders are liable to be rejected.
3. Delayed /late tenders for whatever is the reason will summarily be rejected.
4. (i) Each and every page of the tender documents should bear the stamp and signature of the authorized representative/quoting firm. Part-I, II, III, IV & V of the Technical Bid along with Financial Bid enclosed shall be filled without exception.
(ii) Self attested copies of valid ESI Registration/ Employer Number and valid Employees Provident Fund Registration number, Vat registration number, Service Tax Registration number should also be enclosed with Technical Bid.
5. The rates for each and every item shall be quoted in figures and words. In case of any discrepancy in rates, the rates written in words shall prevail.
6. The envelope containing tender document shall be sealed and bear the name of work and the name and address of the tenderer.
7. The work sites can be visited on any working day during office hours by contacting Deputy Director (General Br.) in order to have idea of Work.
8. The Joint Director (In-charge), ESIC, SRO Rohini reserves the right to accept or reject any tender or all tenders without assigning any reason thereof.
9. The payment of Bonus is mandatory as per Bonus act 1965 for the workers engaged.
10. Uniform, Safety Shoes, Identity Cards, Name Plates have to be provided to each and every Staff by the contractor. Bio-data of each staff should be maintained and whenever asked, the same will have to be shown immediately.
11. The tender for the work shall remain open for acceptance for a period of sixty days (60) from the date of opening of tender.
12. These instructions shall form a part of the contract document.
13. The EMD of unsuccessful tenderers shall be refunded within one month after the award of work to the successful tenderer.
14. Rates quoted shall be firm and fixed and are inclusive of cost of manpower, material, machinery,

tools and plant, taxes, duties and levies, insurance and Bonus etc. no escalation of whatsoever nature shall be payable. Only service tax on submission of deposit proof will be reimbursed.

15. The contractor shall ensure full compliance with tax laws and labour laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgments evidencing filing of returns and shall keep the ESI Corporation fully indemnified against liability of levies/ taxes, interest, penalty etc. of the contractor in respect thereof, which may arise.

16. The contractor will be under obligation to submit a certificate & documentary evidence that he has cleared/paid all the monthly dues of its/his employees within first fortnight of every month through their Bank A/c through ECS. (Certificate as per annexure). Bank account of every employee of contractor deployed at Sub-Regional Office Rohini, Delhi shall be furnished by the contractor. Payment of wages/salary in cash will not be allowed under any circumstances.

17. In case the agency does not provide proof of payment of statutory dues, the contract will be terminated right away by giving one month written notice.

18. Fraud and Corruption

The Bidders, Suppliers, Contractors and Consultants, shall observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuit of this;

(a) For the purposes of this provision, the terms defined are set forth below:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.;

(ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) "Collusive practice" means a scheme of arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, no competitive levels.

(iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their

participation in the procurement process or affect to execution of a contract.

(b) The ESI Corporation will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practice in competing for the Contract in question.

19. The contractor, on his own, may divide sub-groups for deployment of different categories of manpower for ARM work for such sub-group.

20. (i) Minimum Nos. of Workers with technical Qualification and experience required for operation, maintenance and repairs has been shown category-wise in Technical Bid format-III.

(ii) Tenderer should have minimum man power to cover the requirement of format III.

(iii) Average financial turnover of last three years of the tenderer must not be less than estimated cost. (Copy of balance sheet signed by Chartered Accountant to be submitted).

(iv) The tenderer would be required to establish its office with telephones/mobile phones within the site of the work in the space provided by the Sub-Regional Office Rohini, ESI Corporation.

21. **Submission of bids:** Proposals should be submitted in two separate bids namely, **Technical Bid and Financial Bid**. While the Financial Bid can only be submitted online, the technical bid alongwith EMD must be kept inside a **single envelope** and clearly super-scribed as **Annual Maintenance & Operation work of Sub-Regional Office Rohini, ESI Corporation, Delhi**. It is repeated that **Financial Bid can ONLY BE SUBMITTED ONLINE**.

22. **Evaluation of Technical Bids:** Bids received and found valid will be evaluated by the ESIC to ascertain the best-evaluated bid for the complete work/ services under the specifications and documents. The tenderer should take care to submit all the information sought by the ESIC in prescribed formats I, II & III.

23. **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 thereof.

(ii) The contract for the Annual Repairs and Maintenance shall be awarded to the best qualified responsive tenderer.

(iii) Upon evaluation of offers the notification on

an award of contract will be intimated to the successful tenderer.

- 24.** Besides online submission of the Tender, duly filled Tender Document (Technical Bid & EMD) shall be deposited by hand delivery in the Tender Box kept in Sub-Regional Office Rohini on or before **27.03.2017** up to 12.30 PM at following address:

Joint Director (In-charge)
ESI Corporation, SRO Rohini
D-11, Sector-7, Rohini
Delhi-110085

TECHNICAL - BID (PART- A)

MAINTENANCE OF ELECTRIC & CIVIL WORKS INCLUDING LABOUR AND MATERIALS: OPERATIONAL SCOPE OF SERVICES TO BE PROVIDED BY THE AGENCY.

1. Repair and maintenance including Civil and Electrical works at sites (1), (2) & (3). Only emergency repairs and replacement of faulty electrical spares to be carried out at sites (4) & (5).
2. Operation & maintenance of AMF Panels, Relays, Earthing & other equipments.
3. Uninterrupted electric services in the Sub-Regional Office & its four (4) Branch Offices.
4. Man power Attendance Register is to be maintained.
5. Uniform, Safety Shoes, Identity Cards, Name Plates have to be provided to each and every Staff by the contractor. Bio-data of each staff should be maintained and whenever asked will have to be shown immediately failing which a penalty of Rs 50 Per day may be imposed.
6. All Tools, Plants and materials to carry out the ARM work at site are to be provided by the Contractor.
7. The Agency shall have to display on notice board, the name of maintaining agency along with Supervisor's name to be contacted with Telephone Nos. for lodging the complaints.
8. Operation and Maintenance of Diesel Generator Set as per schedule & Regular update log book is to be maintained for the power cut period and should be got checked & verified by authorized person of ESIC, Sub-Regional office Rohini, Delhi.
9. Any material which is not covered in the bills of quantity shall be paid at actual.
10. The contractor shall purchase material on need basis as per indent issued by Dy. Director (Genl.)
11. Only genuine/original spare parts shall be used while carrying out the maintenance work. Any major repair involving overhaul of engine, rewinding of motors, replacement of major Components are excluded from the scope of work and shall be paid on actual parts. 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 Joint Director (I/C) is to be obtained for any such major repair/replacement. In case of lapse in performing

above duties & negligence in operation of equipments resulting in accidents/loss of life/ damage to equipments etc., it will be the responsibility of the contractor to bear all losses at his own risk & cost.

Technical Bid
E.S.I.C. Sub-Regional Office Rohini, Delhi
Format I
DETAILS OF TENDERER

Name of Work: Maintenance and Operation Work of ESIC Sub-Regional Office Rohini, Delhi.

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) Telephone No.

(d) Fax No.:

(e) E-Mail Address:

5 REGISTRATION DETAILS:

(a) PAN / GIR No.

(b) Service Tax Registration No.

(c) E.P.F. Registration No.

(d) E.S.I. Registration No.

(e) VAT Registration No.

(f) Valid Electrical license No.

6 DETAILS OF EARNEST MONEY DEPOSIT:

(a) Amount (Rs.):

(b) D.D. No. and Date:

(c) Drawn on Bank:

(d) Valid up to:

The above format may be used to provide requisite details. Supporting documents/Proof of the details to be furnished.

Date:

Place:

Name:

Seal:

Signature of Tenderer

Technical Bid
E.S.I.C. Sub-Regional Office Rohini, Delhi
Format II
Experience of Company

(Experience of relevant and similar work of Annual Repair and Maintenance completed during last three years preceding March, 2016 and ongoing works) Use separate sheet for each work.

1.	Project title and Location	
2.	Name of the Client and Address and Mobile no. of responsible Person	
3.	Describe area of Participation (Specific Work done/Services Rendered by the applicant)	
4.	Period of Work Done/Services rendered for the project	
5.	Total cost of work/AMC cost	
6.	Date of start of the work and the Present status	
7.	Any other details	

NOTE :

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

Signature of Tenderer

Technical Bid
E.S.I.C. Sub-Regional office, Rohini, Delhi
Format III
Manpower to be at site for maintenance work

A. Minimum manpower as per below Schedule is to be deployed in daily shifts as mentioned against each category: -

Sr. no	Job Description	Manpower	Preferred Qualification & Experience	Qty.
1	Maintenance and running operation of all electrical installations at Sub-Regional Office Rohini & its Branch Offices incl. Earthing. Running-operation of D.G Set, Inverters at SRO Rohini & Branch Offices	Supervisor	Graduate/Diploma in Electrical Engineering with 2 Yrs experience/ ITI with 10 yrs experience in similar AR&M work.	1
		Electrician having knowledge of operating DG set	ITI with experience in Maintenance of similar AR&M work.	2
		Helper	Experience in maintenance.	2
2	Running & maintenance of Water fittings etc.	Plumber	IT with experience in Plumbing work	1
3	Horticulture incl. maintenance of garden, tending of plants, flower-pots, etc.	Gardener	Experience in gardening	1

- Manpower may be increased or decreased by the order of the Joint-Director (In-charge).
- Weekly rest to workers will be arranged by the contractor with alternative staff. No additional payment will be made for this arrangement.
- The above manpower shall be available on call round the clock.
- The manpower may be deployed at any of the five (5) sites mentioned above.

B. Whenever the need of staff other than the above or any related person arises the same may be arranged by the contractor. The payment of all such specific additional work not covered in ARM will be on the basis of wage Analysis and on the certificate of representative of ESIC deputed by The Joint Director (In-charge).

C. In case of absence of any of the above mentioned workers without providing suitable replacement, an amount for each day salary shall be recovered as liquidated damages per person per day of absence. In case of suitable replacement payment of ESI, EPF, and other labour laws must be followed.

- D. All breakdowns/faults shall be attended to immediately and rectified promptly.
- E. List of major tools, tackles etc required to be available with the Contractor but not limited to the following:
- a) Tong tester
 - b) 1000V insulation resistance meager
 - c) Earth resistance meager
 - d) Multi meter
 - e) Ring spanner set
 - f) Screw Driver set
 - g) Pliers, Hammer, chisel cutter etc
 - h) Pipe Wrench
 - i) Drill machine
 - j) Blower
 - k) Crimping tool
 - l) Torch

NOTE: -

a) -Only Licensed/Certified Electrician & ITI qualified electrician-cum-DG Operators listed above who preferably have gained experience in similar work shall be deployed. **The working staff should be professionally qualified and must be trained. This work force should be on the pay roll of the Agency.**

b) -Joint Director (In-charge), ESIC, SRO Rohini shall depute officers from time to time for physical verification of employees deployed by the contractor at the premises of Sub-Regional Office Rohini & place of work and during verification if it is found out that less numbers of persons are deployed at ESIC office or place of work then gross claim of wages of such persons as per tender document shall be deducted from date of last physical verification.

Signature of Tenderer

Technical Bid
E.S.I.C. Sub-Regional office, Rohini, Delhi
Format IV
Manpower to be at site for maintenance work

DECLARATION

1. I, _____ Son / Daughter of
Shri _____ Proprietor / Partner / Director
/ Authorised Signatory of _____
am competent to sign this declaration and execute this
tender document.

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

3. 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 / the
fabricated document would lead to rejection of my tender
at any stage besides liabilities towards prosecution
under appropriate law.

Signature of Authorized Person

Date:

Full Name:

Place:

Company's Seal:

**N.B.: The above declaration, duly signed and sealed by
the authorized signatory of the company, should be
enclosed with Technical tender.**

Technical Bid
E.S.I.C. Sub-Regional Office Rohini, Delhi
Format V

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	Confirm
1	EMD	
2.	Tender form with complete technical bid (Format-I to IV), 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 return of last three years	
5.	Self Attested Photo copy of PAN Card	
6.	ESI Registration certificate copy with latest payment details.	
7.	EPF Registration certificate copy with latest payment detail	
8.	Service Tax/VAT/WCT registration certificate with details of the latest payment	
9.	Registration certificate under central labour law authorities. Copy of valid labour licence.	
10.	Documents in support of contracts fulfilled in last 3 years along with their values in support of the experience and financial credibility.	
11.	Satisfactory completion of contract certificate from previous organizations	
12.	Copy of Valid Electrical License	
13.	Copy of Registration/ enlistment with Central/State/ Govt. PSU/ Autonomous Bodies.	
14	Any other detail.	

Signature and Seal of Authorized Person

Date:

Place:

Full Name:

GENERAL CONDITIONS OF CONTRACT

Definitions and Interpretation

1. Definitions

a) In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

(i) "Employer" means the ESIC and the legal successors in title to ESIC.

(ii) "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 incorporation 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) "Bill of Quantities" means the priced and completed bill of quantities forming part of the tender.

(iv) "Tender" means the Contractor's priced offer to the Employer for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance. The word Tender is synonymous with "Bid "and the words "Tender Documents" with "Bidding Documents".

(v) "Letter of Acceptance" means the formal acceptance of the tender by ESIC.

(vi) "Contract Agreement" means the contract agreement (if any) referred to in Sub Clause 6

(vii) "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 operation and Maintenance has been awarded by the employer to the contractor.

(d) "Taking over Certificate" means a certificate issued by an employer evidencing successful completion of the awarded work.

(e) (i) "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.

(ii) "Retention Money" means the aggregate of all monies retained by the Employer.

(f) (i) "Works" means the Permanent Works and the Temporary Works or either of them to be executed in accordance with the contract.

(ii) "Site" means the places provided by the Employer for Repair and Maintenance of ESIC, SRO Rohini, Delhi.

(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.

2. 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.

3. 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 format-III of the Technical Bid.

4. Joint Director (I/C) at Liberty to object.

The Joint Director (I/C) 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 Joint Director, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Joint Director (I/C). Any person so removed from the works shall be replaced as soon as possible by a qualified person approved by the Joint Director (I/C).

7. 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

(ii) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required, by the Joint Director(I/C) 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.

(iv) Insurance of work by the Contractor for his liability:

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

(b) 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.

8. Damage to Persons and Property

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

(a) Death of or injury to any person, or

(b) loss or damage to any property (other than the Works): which may arise out of or in consequence of the Repair and Maintenance of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

9. Accident or injury to Workmen:

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

10 Evidence and Terms of Insurance:

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

11. Compliance with Statutes, Regulations:

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

a. Any national or State Statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the works and the remedying of any defects therein.

b. The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the works, and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provision.

c. Any changes required for approval due to revision of the local laws.

12. Time for completion:

The Repair 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 shall stands terminated after the expiry of One Year .

13. Extension of Time for Completion:

The Repair and Maintenance contract may be extended on the written mutual consent of both Employer and Contractor for a further period of up to one year. However, ESIC SRO Rohini reserves 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 in the opinion of ESIC SRO Rohini or its representative so authorized by Joint Director (Incharge).

14. Defect identification and its rectifications:

Agency shall immediately attend the defects and complaints noticed at any of the 5 (five) sites. 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.

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 Joint Director (I/C) delay is on the part of Repair and Maintenance agency, the employer can impose liquidated damages on the contractor as detailed in the particular conditions.

16. Contractor's Failure to carry out Instruction.

In case of default on the part of the Contractor in carrying out defect rectification works, the Joint Director (I/C), ESIC, SRO Rohini 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 including penalty for delay in attending to the complaint 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 RD from any monies due or to become due to the Contractor.

17. Instructions for prior intimation of works

Notice to be given by the contractor for execution of Planned civil and electric works:-

It shall be duty of the contractor to give notice of at least three working days for execution of planned civil Works like whitewashing, painting, replacement of window glass panes which is other than day to day maintenance jobs so that prior sanction may be obtained to start the work and also to check the quality of materials to be used. If no notice is given, the work executed will not be considered for payment.

MEASUREMENT

18. Works to be measured

The ESIC's 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 items not fully executed. Engineer shall be at liberty to decide the breakup of Lump Sum items and to decide the part rate for any particular item.

19. Method of Measurement

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

CERTIFICATES AND PAYMENTS

20. Monthly Statements

The contractor shall submit a bill in 3 copies to the Joint Director (I/C) by 3rd day of each month for the work executed up-to the end of previous month in tabulated form approved by the ESIC's 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 verified by Joint Director (In-charge) along-with salary certificates, wages sheets of all the workers and staff deployed against item No.' A'.
- b. Certified bills miscellaneous materials purchased under different head against Part I.
- c. Certified Bills purchased against Part II & Part III on DSR or Mkt. rate, whichever is lower, which will be paid after vetting by ESIC's Engineer.
- d. Details of defects/complaints attended and rectified within time.
- e. Details of complaints attended late.
- f. Test certificate of materials used and tests carried out for quality control as required by the specification and the Engineers.
- g. Monthly certificates from Caretaker regarding satisfactory attending of complaints.

21. Deduction of Income Tax

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

22. Monthly Payments

After submission of monthly bill complete in all respects by the contractor, bills will be vetted through the ESIC's Engineer (posted at Regional Office /ESI Hospital) and after certificating the same payment will be made.

23. Final Certificates

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 Signature of Contractor.
- 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.

24. Default of Contractor

24.1 If the performance of the contract and is not satisfactory and not corrected within 15 days of receiving notice, then the Joint Director (I/C), ESIC, SRO Rohini shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Contractor.

24.2 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.

25. Amicable Settlement of Dispute

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

26. Arbitration

Any dispute and differences relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof in respect of which:- Amicable settlement has not been reached.

Shall be referred to the Sole Arbitration of the Joint Director (I/C) who shall proceed as per the Arbitration Act.

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

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

27. JURISDICTION OF COURT

The courts at Delhi only shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

Particular Conditions of Contract

- CPWD specifications shall be followed. Where not available, BIS/Engineering practice as directed by the Engineer shall be followed.
- A complaint register shall be maintained in the Repair and Maintenance Office of the contractor in which all complaints received shall be documented.
- 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. 100 per event per day shall be made from the subsequent payment certificate of the contractor.
- In the event of failure to attend the complaint within 3 days the Competent Authority 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.
- 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.
 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 is held responsible for any loss or damage to ESIC property.
 5. The contractor shall ensure safety of his workers and others at the site of work and shall be responsible for any Consequence arising out of execution of the Repair and maintenance work.
 6. When instructed to do so, the contractor shall ensure proper record keeping and storing of irreparable/dismantled material.
 7. Water and electricity shall be 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.

FINANCIAL BID – (PART - B)
FOR MAINTENANCE MANPOWER TO BE DEPLOYED AT
ESIC SUB-REGIONAL OFFICE ROHINI, DELHI.

Name & Address of Bidder:-

I. Manpower Charges (Area-A)				
	Type of manpower	Rate per Month* in Rs	Total Nos.	Amount Per Month
A	Supervisor(Highly Skilled/Graduate)		1	
	a) Wages (to be paid to staff deployed. Not below minimum wages for highly skilled labour which presently comes to Rs.			
	b) ESI @ 4.75% of (a) (to be deposited to ESIC)			
	c) EPF @ 13.61% of (a) (Subjected to maximum of Rs. 15000/-) (to be deposited to EPFO)			
	d) BONUS (to be paid to staff deployed) (Minimum 8.33% of Rs. 3500/-)			
	f) Uniform, Safety shoes, Badges & tools and plants @ 5% of (a)			
	TOTAL MANPOWER COST PER HEAD=			
B	Electrician/DG-operator/plumber(Skilled)		3	
	a) Wages (to be paid to staff deployed. Not below minimum wages for highly skilled labour which presently comes to Rs.			
	b) ESI @ 4.75% of (a) (to be deposited to ESIC)			
	c) EPF @ 13.61% of (a) (Subjected to maximum of Rs. 15000/-) (to be deposited to EPFO)			
	d) BONUS (to be paid to staff deployed) (Minimum 8.33% of Rs. 3500/-)			
	f) Uniform, Safety shoes, Badges & tools and plants @ 5% of (a)			
	TOTAL MANPOWER COST PER HEAD=			
C	Gardener(Semi-skilled)		1	
	a) Wages (to be paid to staff deployed. Not below minimum wages for highly skilled labour which presently comes to Rs.			
	b) ESI @ 4.75% of (a) (to be deposited to ESIC)			
	c) EPF @ 13.61% of (a) (Subjected to maximum of Rs. 15000/-) (to be deposited to EPFO)			

	d) BONUS (to be paid to staff deployed) (Minimum 8.33% of Rs. 3500/-)		
	f) Uniform, Safety shoes, Badges & tools and plants @ 5% of (a)		
	TOTAL MANPOWER COST PER HEAD=		
D	Helper (Unskilled)	2	
	a) Wages (to be paid to staff deployed. Not below minimum wages for highly skilled labour which presently comes to Rs.		
	b) ESI @ 4.75% of (a) (to be deposited to ESIC)		
	c) EPF @ 13.61% of (a) (Subjected to maximum of Rs. 15000/-) (to be deposited to EPFO)		
	d) BONUS (to be paid to staff deployed) (Minimum 8.33% of Rs. 3500/-)		
	f) Uniform, Safety shoes, Badges & tools and plants @ 5% of (a)		
II.MANAGEMENT/SERVICE CHARGES (AMOUNT PER MONTH)			
E	Service charges / Management fee which should include: All expenditure on providing managerial/ supervisory/administrative services by all means to get the work done through deployed.		
TOTAL of A+B+C+D+E			

TOTAL AMOUNT	
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The manpower charges quoted should only be towards wages to manpower including all allowances, bonus, statutory levies like ESI & EPF Employer shares, etc. Bidders should note that none of the components of manpower cost can be retained by them and all elements are to be passed on to respective authorities or to the staff deployed. Copy of proof of payment of statutory dues as well as wage payments are to be submitted along with next month's bill.

NOTE :

Service tax shall be reimbursed on actual, as per govt rules, on production of documentary evidence.

Tender will be evaluated after taking into account total all the components (i.e. total of A to E above)

Minimum wage enhancement as notified by central labour deptt. From time to time Will be admissible.

DATE

FULL NAME:-

PLACE

Signatures & company seal