



କର୍ମଚାରୀ ରାଜ୍ୟ ବୀମା ନିଗମ
(ଶ୍ରମ ଏବଂ ରୋଜଗାର ମନ୍ତ୍ରାଳୟ, ଭାରତ ସରକାର)
କର୍ମଚାରୀ ରାଜ୍ୟ ବୀମା ନିଗମ
(ଶ୍ରମ ଏବଂ ରୋଜଗାର ମନ୍ତ୍ରାଳୟ, ଭାରତ ସରକାର)
EMPLOYEES' STATE INSURANCE CORPORATION
(Ministry of Labour & Employment, Govt. of India)



ଓଡ଼ିଶା କାର୍ଯ୍ୟାଳୟ/ କ୍ଷେତ୍ର କାର୍ଯ୍ୟାଳୟ/ REGIONAL OFFICE, ODISHA
ପଞ୍ଚଦୀପ ଭବନ, ଜନପଥ, ୟୁନିଟ୍- IX, ଭୁବନେଶ୍ୱର -22
ପଞ୍ଚଦୀପ ଭବନ, ଜନପଥ, ୟୁନିଟ୍- IX, ଭୁବନେଶ୍ୱର -22
PANCHDEEP BHAWAN, JANPATH, UNIT-IX, BHUBANE SWAR-22
E-mail: rd-orissa@esic.nic.in Phone: 0674-2546380
Website: www.esicorissa.nic.in/www.esic.nic.in/www.esic.in

File No.: 442-W-11/13/12/ARMESICMHRKL/2026-27

Dated:- 03/04/2026

NOTICE INVITING e – TENDER

The Regional Director, ESI Corporation, Regional Office, Bhubaneswar, Odisha invites on behalf of the Director General, ESI Corporation online percentage rate tender (in two bid) through e- tendering from reputed, qualified, experienced, technically and financially sound firms / contractors for ARMO work as detailed below:

S.No.	Particulars	Details
1	Name of work	Annual Repair, Maintenance and Operation of Civil Work of ESIC Model Hospital and Staff Quarters Rourkela for 2026-27.
2	Estimated Cost	Rs. 56,48,869.00/-
3	Earnest Money Deposit	Rs. 1,69,466.00/- (3% of Tendered Value)
4	Contract Period/work completion period	12 Months
5	Availability of e - Tender / Bid document	https://eprocure.gov.in/eprocure/app & https://esic.gov.in/tenders
6	Date and Time of opening of Financial Bids	Shall be communicated to only technically qualified bidders subsequently.

7	Submission of hard copies of EMD/Solvency certificate.	Only the EMD and Solvency Certificate are required to be submitted in hard copy on or before the last date and time of bid submission at Room No. 311, 2nd Floor, PMD Branch, ESIC Regional Office, Panchdeep Bhawan, Janpath, Unit-IX, Bhubaneswar, Odisha – 751022.
8	Date of tender Document available to parties to download	03/04/2026 @ 11 AM
9	Starting date of e-tender for submission of online techno commercial bid and price bid	03/04/2026 @ 11 AM
10	Closing date of online e-tender for submission of technical bid and price bid	23/04/2026 @ 1 PM
11	Date and time of opening of technical bid	24/04/2026 @ 2 PM
12	Prebid Meeting Date and Venue	10.04.2026 @ 3 PM
13	Date and time of opening of Price Bid	After finalization of technical bid.
14	Validity of offer	90 days

Centage Charges—As defined in Section — 4: Financial Bid.

Note: This NIT may also be uploaded in ESIC website and Notice Boards of the RO/SRO for wide publicity.

Note: 1. Wherever the word "ESIC" is mentioned it refers to ESIC RO, Bhubaneswar

1. The intending bidder(s) must read the terms and conditions carefully. They should only submit their bid if eligible and in possession of all the documents required.
2. Information and instructions for bidders available in document shall form part of agreement.
3. The bid document consisting of instructions to bidders, scope of work and other conditions to be complied is available at the website <https://eprocure.gov.in/eprocure/app>
4. Construction Agency must ensure to quote rate in percentage only in appropriate column up to 2 (two) Decimals and these decimals should be greater than zero.

5. Notwithstanding anything stated above, ESIC reserves the right to assess the capabilities and capacity of the bidders to perform the contract in the overall interest of ESIC.
6. The bidder(s) / are required to quote strictly as per the terms and conditions, specifications, standards given in the bid documents and not to stipulate any deviations.
7. The bidder(s), if required, may submit questions in writing to seek clarifications 24 Hrs before the tender ending date, to the Office of RD (I/C), ESIC, RO, and Bhubaneswar or may visit the said office during the office hours on working days from Monday to Friday.
8. ESIC reserves the right to reject any or all tenders or cancel / withdraw the invitation for Bids without assigning any reason whatsoever and in such case no bidder

/ intending Construction Agency shall have any claim arising out of such action.

1. Set of Bid Documents:

The following documents will constitute set of tender documents:

S · N o	Description	Page No.
1	Instruction of online Bid Submission	
2	Press Notice	
3	Notice Inviting e – Tender	
4	Information and Instructions to Bidders	
5	Contract Agreement	
6	ESIC Requirement (Appendix 'A')	
7	General Conditions of Contract (GCC)	
8	Particular Conditions of Contract (PCC)	
9.	Agreement	
10.	Letter of Transmittal	

11.	Tender
12.	Performance Guarantee
13.	Technical Bid Forms
14.	Financial Bid Forms

Bidding Process

Bidding process consists of two stages i.e. Stage — I and Stage — II.

In Stage — I, bidders are required to upload documents pertaining to Qualifying Criteria as mentioned in Section — 3 along with their bid. Technical Bid is opened first and bids are evaluated based on documents uploaded by the respective bidders for Qualifying Criteria. Only uploaded documents along with the Bid is considered for evaluation of Technical Bids. In Stage — II, financial bids of qualified bidders, who meet the qualifying criteria as mentioned in Section — 3, are opened on the prescribed date and time in the presence of their authorized representatives. Letter of acceptance of terms and conditions of bidding document in the prescribed format as per Annexure — I and undertaking as per format given in Annexure — II.

L —1 Construction Agency who's Centage Charges are found lowest shall be considered for award of work as per due process.

11. Mode of Submission

Construction Agency must submit their online bid of scanned copies duly attested only along with following documents pertaining to Qualifying Criteria and Financial Bid.

Certificates of works experience and other documents for annual turnover and other documents of PSU for undertaking works required to establish fulfillment of qualifying criteria

C. Bid Documents downloaded from website to be signed on each page by authorized representative along with Financial Bid / Proposals (Section — 4) quoted with Centage Charges shall be uploaded.

*Note : Regional Office Authorities to amend the condition depending upon the CPP portal requirement.

Authority letter issued by the Competent Authority i.e. CMD / MD

/ Chairman for signing the bid document.

No Proposals/Documents will be received/ uploaded after the prescribed date & time.

Financial Bid of qualified bidders shall then be opened on prescribed date in presence of bidders or their authorized representatives.

1. The bid for the works shall remain open for acceptance for a period of 90 days from the last date of submission of bid including the extension given, if any. In case any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the ESIC, ESIC shall, without prejudice to any other right or remedy, be at liberty to debar them from participation. Further, they shall also not be allowed to participate in the re-bidding, if any.
2. The acceptance of any or all bid(s) will rest with the ESIC who does not bind itself to accept the lowest bid and / or reserves to itself the right to reject any or all of the bids received without assigning any reason thereof.
3. Date of Start of work shall be reckoned from details in award letter or handing over of site whichever is later. Signing of Contract Agreement and submission of valid Performance Bank Guarantee shall be followed with.

The Award of work, Execution and Completion of work shall be governed by documents consisting of (but not limited to) Letter of Award / Work Order, Bid, MoU and Bid Document. The bidders shall be deemed to have gone through the various conditions while making / preparing their proposal & submitting the Bid.

1. In case, any misrepresentation / falsification is noticed in copies of documents submitted, then the bid submitted shall become invalid. ESIC shall, without prejudice to any other right or remedy, be at liberty to disallow the agency from future participation.

(Regional Director (I/C))
ESIC Regional Office, Bhubaneswar

Instructions for Online Bid Submission

E-Request for Proposal

“Annual Repair, Maintenance and Operation of Civil Work of ESIC Model Hospital and Staff Quarters Rourkela.”

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

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

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

REGISTRATION

Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode

/ eMudra etc.), with their profile.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

SEARCHING FOR DOCUMENTS

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk

1. INTRODUCTION

1.1 The Employees' State Insurance Corporation (ESIC) is an autonomous body under the aegis of the Ministry of Labour and Employment, Government of India. The main objective of the organization is to provide certain benefits to organized sector employees in case of sickness, maternity and 'employment injury' and to make provision for certain social benefits etc.

1.2 ESIC is inviting percentage rate online bids through two-bid system.

1.3 The tender documents are available on <https://eprocure.gov.in/eprocure/app> and the same can be downloaded as per the schedule given in the CRITICAL DATE SHEET.

1.4 Bidders/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderers for the e-submission of the bids online through the CPP Portal at <https://eprocure.gov.in/eprocure/app>

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

1.5 Not more than one tender can be submitted by one contractor or contractors having business relationship. Under no circumstances, will father and his son(s) or other close relations like wife who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

1.6 Bidders, who have downloaded the tender from CPP Portal website <https://eprocure.gov.in/eprocure/app> shall not modify the tender form including downloaded price bid template in any manner. In case the same is found to be tampered with / modified in any manner, tender will be completely rejected and EMD shall be forfeited and the bidder is liable to be banned from doing business with ESIC.

1.7 The amount of Earnest Money Deposit (EMD) of Rs.1,69,466.00/- which shall be in the form of deposit at call receipt of a Scheduled Bank/ Fixed Deposit receipt of Scheduled Bank/Demand Draft/Banker Cheque of scheduled Bank issued / drawn in favor of ESIC FUND ACCOUNT No.1, payable at Bhubaneswar.

1.8 ESIC will refund the EMD to all the unsuccessful applicants upon signing of Investment Management Agreement with the successful Portfolio Managers. No interest shall be payable on the EMD amount

1.9 ESIC reserves the right to forfeit the Earnest Money Deposit if the applicant fails or refuses to accept the offer from ESIC. ESIC may also decide to debar the said applicant from future assignments

2.0 ESIC reserves the right to reject any or all tenders or cancel/withdraw the request inviting proposal without assigning any reason whatsoever and in such case no intending bidder shall have any claim arising out of such action.

2.1 Further clarifications, if any can be obtained from:

Regional Director

**Employees' State Insurance Corporation, Panchdeep
Bhawan, Unit-ix, Bhubaneswar-751022 Email- rd-orissa@esic.nic.in/
rd-orissa@esic.gov.in, Tel- 0674-2546380**

PREPARATION OF BIDS

- 1) Bidder should consider any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

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

Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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

ASSISTANCE TO BIDDERS

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

Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the 9.00 AM to 10.00 PM (Mon-Sat) GeM Helpdesk. The contact number for the helpdesk is 1800-419-3436 / 1800-102-3436 and Mail id helpdesk-gem[at]gov[dot]in.

PRESS NOTICE

The Regional Director, ESI Corporation, Regional Office, BBSR, Odisha invites on behalf of the Director General, ESI Corporation online percentage rate tender (in two bid) through e- tendering/Bidding mode from reputed, qualified, experienced, technically and financially sound firms / contractors for ARM work as detailed below:

NIT No. : 442-W-11/13/12/ARMESICMHRKL/2026-27

Name of Work: Annual Repair, Maintenance and Operation of Civil Work of ESIC Model Hospital and Staff Quarters Rourkela.

The bid forms and other details can be obtained from the website <https://eprocure.gov.in/eprocure/app> This Tender document is also available on <https://esic.gov.in/tenders> .

Regional Director

Information and Instructions to Bidders

1. The percentage rate offers from intending and eligible bidders are invited under in the prescribed forms and format through online mode only for providing comprehensive Annual Repair and Maintenance Services as described under scope of services in the bid document.
2. Bidder means the individual, proprietary firm, firm in partnership, limited company private or public or corporation. Joint Venture Firms / Companies are not eligible for participating in this bid.

3. **Eligibility Criteria**

- (i) The Bidder should have completed following work experience during last seven (7) years ending March, 2025:

Three similar completed works each costing not less than 40% of the estimated cost.

OR

Two similar completed works each costing not less than 60% of the estimated cost.

OR

One similar completed work of aggregate cost not less than 80% of the estimated cost.

Similar work shall mean works of:

Annual/Special/Construction/SITC works of Civil works of Hospital Building having with or without Residential Buildings (Services work not considering for Eligibility).

- (ii) Should have an average annual financial turnover of 30% of estimated Value during the last three financial years (2022-23, 2023-24, 2024-25) ending 31st March 2025.

(iii) The bidder should have a solvency of 40% of the estimated cost or the maximum value certified by their Nationalized Bankers in Form-C, *without which the tender shall be rejected*. Bidders are informed that the maximum value indicated in the Solvency Certificate will determine the eligibility limit of the tender value they can participate in. for example, if a bidder possesses a Solvency Certificate of Rs. 40 lakhs, then the bidder shall be eligible to participate in tenders up to Rs. 1 crore only, within the ESIC Odisha Region, for ARM/SR works. ESIC reserves the right to take the final decision in the event of any discrepancy.

4. **The Earnest Money Deposit (EMD) for Rs.1,69,466.00/- should be paid in the form of Demand Draft / Pay Order, drawn from any Scheduled Bank in favour of “ESIC Fund A/C No. 1” payable at Bhubaneswar. EMD of unsuccessful bidder will be returned / refunded after the award of the work to the successful bidder.**
5. The bids need to be submitted along with all required and relevant documents related to works experience should be accompanied by valid copy of Completion certificate, financial strength etc. as per the requirement of bid documents duly authenticated / signed by the bidder. In complete bid is liable to be rejected.
6. Delayed / late and submission of bids by any other mode other than online mode bids will not be accepted and summarily rejected.
7. **Conditional bid will not to be accepted and liable to the summarily rejected.**
8. The intending bidders must read the terms and conditions of the bid document and satisfy himself fully with regard to their eligibility vis – a – vis eligibility criteria as given in para – 3 above and other pre - requirements before submitting the bids.
9. The tender for the work shall remain open for acceptance by ESI Corporation for a period 90 days from the date of opening of the tender / bid.
10. ESI Corporation reserves the right to accept or reject any bid or annul the whole bidding process without assigning any reason whatsoever.
11. The bid submitted shall become invalid if:
 - (i) The bidder is found ineligible vis – a – vis eligibility criteria.
 - (ii) If the bidder fails to deposit the EMD of the requisite amount, the tender shall not be evaluated and will be declared *Not Eligible*

- (iii) The bidder does not upload all the documents as required under the bid.
12. Any discrepancy is noticed between the soft (as uploaded online).
 13. The bidder must ensure to quote the percentage above or below to two places of decimal only both in figures as well as in words. The total amount of the offer corresponding to the percentages quoted by the bidder shall also be mentioned both in words and figures.
 14. Technical bid documents submitted by the eligible and intending bidders shall be opened only for those bidders whose EMD and other required documents / certificates etc. are found in order.
 15. Based on ongoing or previous work performance, if the bidder's performance is found to be unsatisfactory—on the basis of documents, complaint registers, complaint forums, emails, or written complaint letters—the Competent Authority/Committee reserves the right to declare the bidder *Not Eligible* at the technical evaluation stage. This provision shall apply irrespective of whether the bidder has executed ARM/SR works in ESIC or has undertaken works for ESIC under CPWD, PWD, or PSU organizations. If any discrepancy is found in any document submitted by a bidder during the evaluation of this bid, the bidder's candidature shall be rejected, and appropriate legal action may be taken.
 16. Financial bids submitted by the eligible and intending bidders shall be opened only for those bidders who are found qualified based on technical bids. The financial bid shall
be opened at the notified time, date and place in the presence of qualified bidders or their representatives, if they wish to be present.
 17. ESIC reserves the right to verify the particulars furnished by the bidder independently and if any information furnished by the bidder is found incorrect at a later stage, the Agency shall be liable to be debarred from tendering / taking up works in ESIC.
 18. **The list of documents to be scanned and uploaded within the period of bid submission without which tender shall be rejected:**
 - (i) **Copy of EMD**
 - (ii) **Authorization Letter to sign the Tender on bidder's original letter head or Power of attorney.**
 - (iii) **Certificate of Work Experience.**
 - (iv) **Performance Certificate of Work Experience as per Form – A.**
 - (v) **Turnover:** Average annual financial turnover should be at least 30% of the estimated cost of work during the last 3 consecutive financial years ending 2024-25. **This should be duly audited by the Chartered Accountant doing Statutory Audit and mentioned UDIN Number on that certificate.**
 - (vi) **Details of organizational structure of the bidder as per Form – D.**
 - (vii) **Certificate of Registration for Goods and Service Tax (GST).**

(viii) **Bid Document along with ATC Document must be seal and sign in each page.**

(ix) **Pan Card**

(x) **Valid ESIC Registration Certificate/ Challan copy**

(xi) **Valid EPF Registration Certificate/Challan copy**

(xii) The bidder should have a **Solvency of an Amount equal to 40%** of the estimated cost after the date of publication of tender (Previous Solvency for this Tender shall be applicable and considered). *The Solvency Certificate shall be issued by Nationalized/Scheduled Commercial bank after the date of publishing of Tender document in Form 'C' in Bank Letter Head.* The solvency certificate should be marked to tender Authority of ESIC RO Bhubaneswar.

(xiii) **Copy of Valid Labour Registration Certificate (Central/state).**

(xiv) The bidder should be an Indian Registered Company under Companies Act 1956/ Proprietorship Company/Partnership Company/Limited company private or public or corporation. **Joint Ventures/Consortia of firms are not accepted.** Copy of Certificate of Incorporation/ Registration deed/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.

(xv) **Valid ISO 9001 Certificate must be submitted.**

(xvi) Organisation chart/Escalation Matrix with contact details must be submitted in their letter head.

(xvii) Bidder Must Submit the Blacklisted Declaration in Rs. 100 Stamp paper and should be after the date of publishing of tender should be marked to tender Authority of ESIC RO Bhubaneswar along with Name of the project.

(XVIII) Valid Civil Contractor License/Registration/Empanelment Certificates issued by any state /central/autonomous/PSU govt organization

19. The bid is invited from the intending and eligible bidders for twelve (12) months during financial year 2025-26.

20. The site for the work is available as the ARM work is to be carried out in the running hospital buildings and their premises having residential buildings and other ancillary structures. The prospective eligible bidders are advised to inspect and examine the concerned hospital / dispensary premises to acquaint themselves about the various aspects related to ARM works to be carried out by them and satisfy themselves before submitting their bids with full awareness. The bidders are also expected to critically examine the premises from the point of view of its nature, means of access, the accommodation they may require, risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a

bidders implies that he has read this notice and all other bid document and has made himself fully aware about the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of this ARM work.

21. Brief scope of services:

The prospective bidder is supposed to provide comprehensive maintenance services to the entire hospital complex including attached dispensaries as mentioned in the name of work by way of deployment of required manpower as specified in the bid document and also doing all such works as defined / specified / stipulated in the technical and financial bid documents and elsewhere.

22. The bidder whose bid is accepted will be required to furnish Performance Guarantee (PG) of 5% (Five Percent) of the bid amount within 10 days of the acceptance of the bid in the form of Bank Guarantee from any Scheduled Bank as per format prescribed in the bid document. If the successful bidder fails to deposit the said performance guarantee within the prescribed period of 10 working days including the extended period of 3 more working days, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. However, EMD shall be returned after receiving the PG.

23. In addition to PG, Security Deposit (SD) equal to 2.5 % of the cost of work shall be deducted by ESIC from the running and final bills of the Contractor towards fulfilment of contractual obligation on the part of Contractor. SD shall be released after successful completion of the contract in all respects and settlement of final claims by ESIC.

24. The bidder whose bid is accepted will be required to furnish *either copy of applicable Licenses / Registrations or proof for applying for obtaining Labour Licenses and Registration with EPFO, ESIC and BOCW Welfare Board. The registration with EPFO and Labour License is mandatory if 20 or more labour is employed in any day in the preceding one year whereas registration with ESIC and BOCW Welfare Board is mandatory if 10 or more labour is employed in any day in the preceding one year. On acceptance of the tender, the name(s) of the authorized representative of the contractor shall be communicated in writing to ESIC by the Contractor, **who would be responsible for taking instructions from ESIC or as per latest Labour Circular.***

25. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection summarily. Such bidders may not be allowed to participate in the bidding process for ESIC works in future also.

26. The tender for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of eligibility bid. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the ESIC shall, without prejudice to any

other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-tendering process of the work.

27. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column.

If any particulars/query is not applicable in case of the bidder, it should be stated as "not applicable". The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified.

28. Pages of the eligibility document are numbered. Additional sheets, if any added by the contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
29. References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.
30. The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of technical bid document unless it is called for by the Employer.
31. Method of Application:

(i) If the bidder is an individual, the application shall be signed by him above his full type written name and current address.

(ii) If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.

(iii) If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

(iv) If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The

bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

32. The Agreement shall be signed between ESIC and the successful Bidder within 15 days after the acceptance of his bid by ESIC on prescribed format which is being given in the bid document. All the documents of the bid document shall form part of the contract document including Integrity Packed Agreement for which format is also being provided in the bid document.

33. Integrity Agreement :

It is here by declared that ESIC is committed to follow the principle of transparency, equity and competitiveness in procurement of services. The subject Notice Inviting

Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender / bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the ESIC.

34. All tendered rates shall be inclusive of taxes, GST, levies or cess as applicable on last date of receipt of tender including extension, if any. However, effect of variation in rates of taxes or cess due to change in legislation occurred after receipt of tender / bid shall be adjusted on either side i.e. increase or decrease, as the case may be.

35. Bid evaluation and award criteria

- (i) First of all technical bid containing informations as provided by bidder with regard to work experience, financial capability / soundness, organizational structure etc. viz. Forms – A,B,C,D & E and other relevant input informations shall be opened and evaluated vis – a – vis eligibility criteria as stipulated in the bid document. A list of qualified agencies would be prepared by ESIC and such agencies would be intimated regarding opening of their financial bid. The financial bids of such agencies which could not be found qualified based on evaluation of their technical bid, would not be opened.
- (ii) Financial bid containing informations provided by the bidder by way of quoting rates in percentage below or above the estimated cost of the five segments of ARM work through five (5) Financial Bid Forms viz. Workmen Deployment Schedule (FB – 1), Civil Work (FB – 2), Supply of materials to be used for Civil and Plumbing work (FB – 3), Electricalwork (FB – 4) and Supply of materials to be used for work (FB – 5) shall be opened and evaluated by ESIC for the purpose of selecting the successful bidder based on their quoted percentages.
- (iii) The Bidder is required to carefully go through the details of Manpower Deployment and Items (Supply & Wholesome) mentioned in the NIT &

Total of the financial bidding documents before quoting his price in this financial bidding sheet.

- (iv) ESIC reserves the right without being liable for any damages or obligation to inform the bidder to either amend the scope and value of the contract or reject any or all the applications without assigning any reason.

Contract Agreement

(To be signed between ESIC and the Contractor on Non – Judicial Stamp Paper of minimum Rs. 100/-)

This Agreement (hereinafter referred to as the “Contract Agreement”) is made onbetween Employees’ State Insurance Corporation (hereinafter call the ‘Client’ or “ESIC”, which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the One Part and M/s (hereinafter called the ‘Contractor’ which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the Other Part (the client and the Contractor are hereinafter collectively referred to as “Parties” and singly as “First Party and “Second Party” respectively).

Whereas

- A. The Client is desirous of getting its Hospital and Dispensary premises / complexes comprehensively maintained so as to ensure uninterrupted medicare facilities to ESI beneficiaries through competent and eligible Agencies / Firms of repute in this field. The main scope of the work is described in Client’s requirements.
- B. The Contractor has participated in the bidding process (conducted by the Client through e- tendering mode) based on their professional expertise and having possessed the required technical competence and financial capability for fulfilling the requirements of the Client.
- C. The Client after due evaluation of the bids has agreed to award the contract for the work of “ *Name of work*” to M/s subject to and on terms and conditions set forth in this Contract Agreement.

NOW THEREFORE, THE PARTIES HERETO HEREBY AGREE AND THIS CONTRACT WITNESSTH AS FOLLOWS :

1. Definitions and Interpretation

In the Contract, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires :

- (i) “ Employer” means the ESIC and the legal successors in title to ESIC.
- (ii) “Engineer” means the person appointed by ESIC to act as Engineer for the purposes of the Contract.
- (iii) “Contractor” / bidders / Tenderer 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.
- (iv) Market Rate shall be the rate as decided by the Engineer on the basis of the cost of the materials and labour at the site where the work is to be executed plus the percentage to cover all overheads and profits as mentioned in Particular Conditions of Contract (PCC).
 - (v) “ Contract” shall mean this Contract Agreement together with all Appendices and other relevant documents in accordance with the provisions contained in this regard in this Contract.
 - (vi) “Contract Price” shall mean the quoted price / amount by the Contractor in the financial bid and agreed between the Parties.
 - (vii)“Drawings” means all the completion drawings, calculations and technical information of a like nature provided by the Engineer to be Contractor under the Contract and all drawings, calculations, samples, patterns, model Repair and Repair and Maintenance manuals and other technical information of a like nature submitted by the contractor and approved by the Engineer.
 - (viii) “Bill of Quantities”” means the priced and completed bill of quantities Forming part of the tender / bid.
 - (ix) “Tender”” means the Contractor’s priced offer to the Client 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 work Tender is synonymous with “Bid” and the words “Tender Documents”” with “Bidding Documents”.
 - (x) Client’s Requirements shall mean the broad requirements of ESIC set forth in Appendix ‘A’ hereto and which in relation to the ARM work, are required to be fulfilled and complied with by the Contractor in terms of this Contract.
 - (xi) General Conditions of Contract or GCC shall mean the General Conditions of Contract as set forth in Appendix – ‘B’ to this Contract.
 - (xii)Particular Conditions of Contract or PCC shall mean the particular conditions of Contract as set forth in Appendix – ‘C’ to this Contract.

2. 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 stand terminated after the expiry of one year unless it is mutually extended.

3. Extension of Time for Completion

The Repair and Maintenance contract may be extended on the written mutual consent of both Employer and Contractor for a further period of one year. However, employer reserves its right to terminate the Repair and Repair and Maintenance contract by giving 15 days notice at any time during the currency of the contract if the services of the agency are not satisfactory as per the opinion of employer or its representative. No escalation payment shall be made by ESIC either during initial contract period of one year or in extended period and the work shall have carried out by the Contractor as the same price / cost as quoted by higher earlier under the ambit of the Contract Agreement.

4. ARM work shall mean the sum of the obligations and works to be performed and undertaken by the contractor including planning, safety precautions, required tools, tackles and plants and the completion of individual item of work in all respects under and in accordance with the Contract and shall include all materials and things to be supplied / done and services and activities to be performed or provided by or which may be reasonably implied therefrom and necessary for execution and completion of the work by the Contractor pursuant to and in accordance with this Contract.
5. No modifications or amendment to this Contract including any of the Appendices hereto shall be valid and effectual unless expressly agreed as an amendment thereto and is in writing and dated and duly executed by the authorized representatives of the Parties thereto.
6. In the event of any conflict or inconsistency between any provision of this Contract Agreement and any of the Appendices, the provisions of this Contract shall prevail.
7. In the event of any conflict or inconsistency between any provisions of PCC and GCC, the provisions of PCC shall prevail.
8. This Contract Agreement and the following documents attached hereto shall be deemed to form an integral part of this Contract.
 - (i) This Contract Agreement
 - (ii) ESIC Requirements – Appendix 'A'.
 - (iii) GCC – Appendix 'B'
 - (iv) PCC – Appendix 'C'
 - (v) Instructions to Bidders
 - (vi) Integrity Pact / Agreement
 - (vii) Letter of Transmittal and Tender
 - (viii) Technical and Financial Bids

9. This Contract Agreement and all the documents forming part of this Contract and related to this work, are to be taken as mutually explanatory and unless otherwise expressly provided in this Contract Agreement, the priority between this Contract Agreement and other documents forming part hereof shall, in the event of any conflict and inconsistency between them, be in the following order:

- (i) This Contract Agreement
- (ii) ESIC Requirements
- (iii) PCC
- (iv) Financial Bid / BOQ
- (v) GCC

10. Execution of the Works

The Contractor agrees and undertakes to execute the ARM work, complete in all respects, under and in accordance with this Contract.

11. Rights and Obligations of the Parties

11.1 The mutual rights and obligations of the Client and the Contractor shall, without prejudice to the following, be as set forth in the Contract:

- (a) In consideration of the payments agreed to be made by the Client to the Contractor as set forth in this Contract, the Contractor hereby covenants with the Client and agrees and undertakes to perform the Works including planning, designing, and executing the whole or part of the work by using required tools, tackles and plants and by observing due safety precautions for completing the assignment / the work in all respects with due diligence and to remedy any defects or deficiencies therein, in accordance with the provisions of the Contract ; and
- (b) The Client hereby covenants to pay to the Contractor in consideration of his performance in terms and under this Contract, the contract price at the times and in the manner prescribed in the Contract.

11.2 With reference to the Contract Price, the Contractor acknowledges and confirms that

- (i) The price quoted by the Contractor in the financial bids to this Contract are firm and fixed and not subject to any escalation and is inclusive of all applicable taxes, levies, cess etc.
- (ii) All taxes on the income of the Contract shall be borne and be the liability of the Contractor and the Client shall not be liable for the same in any manner whatsoever.

12. Effective Date

The Contract shall be effective on and from the date on which all of the following conditions have been fulfilled:

- (i) Furnishing of the Performance Guarantee by the Contractor to the Client in accordance with PCC; and
- (ii) Signing of the Contract Agreement by the Client and the Contractor.

13. DISCLAIMER

It is expressly understood and agreed by and between the Contractor and the client that the Client is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India is not a party to this Contract and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Client is an Independent Legal entity with power and authority to enter into contracts solely on its own account under the applicable laws. The Contractor expressly agrees, acknowledges and understands that the Client is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any claim, cause of action or thing whatsoever arising out of or under this Contract.

14. ESIC reserves the right to incorporate any additional terms, Payments T&Conditions, and applicable labour laws at the time of signing the contract agreement, which shall be binding and mandatory for the successful tenderer to accept and sign.

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 ESIC

For an on behalf of Contractor

.....

.....

Name :

Name :

Designation :

Post :

Address :

Address :

Official Seal

Official Seal

Witness :

Witness :

Signature :.....

Signature :

..... Name :

Name :

Address :

Address :

ESIC's Requirements

1. Name of Work : Annual Repair, Maintenance and Operation of Civil Work of ESIC Model Hospital and Staff Quarters Rourkela.

2. Main Scope of Work

The scope of work of the Contractor under this Contract shall include but not be limited to the following:

(A) Manpower Deployment

- (i) The Contractor shall deploy required number of manpower as instructed from the ESIC Engineer of requisite skills, expertise, experience, aptitude, attitude etc. to ensure that Hospital and Staff Quarter premises are maintained with due diligence and Medicare services are not interrupted. (Details of Manpower list submitted to the ESIC during the joining of Manpower).
- (ii) Hospital shall be the resource center for the manpower from where the required personnel shall be sent to Dispensaries as per requirements from time to time.

(B) Under Civil, Plumbing and Horticulture Works

- (a) Required comprehensive day to day / periodic repairs and maintenance of the following :
 - (i) Buildings and ancillary structures existing in the Hospital premises and Dispensary complex.
 - (ii) Water Supply, Sanitary installations and plumbing works.
 - (iii) External and Internal Drainage network (storm water and sewage)
 - (iv) Lawns, plants, landscaped areas etc.
- (b) Water quality to be maintained by resorting to periodic cleaning of water tanks and supply lines / appurtenances as per prescribed procedure.

General Conditions of Contract (GCC)

1. Definitions

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” or “Client” means the ESIC and its administrators, successors and permitted assigns.

(ii) “Engineer” means the ESIC engineering personnel appointed for supervising this work under this Contract.

(iii) “Contractor” / bidders / Tenderer 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.

2. Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

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 BOQ.

4. Engineer at Liberty to Object

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

5. Discrepancies and Adjustment of Errors

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

In the case of discrepancy between the schedule of Quantities, the Specifications and / or the Drawings, the following order of preference shall be observed:

- (i) Description of Schedule of Quantities.
- (ii) Particular Specification and Special Condition, if any.
- (iii) Drawings.
- (iv) CPWD Specifications.
- (v) Bureau of Indian Standards

If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

6. 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.

7. Insurance of work by the contractor for his liability

- (i) During the Repair and Maintenance period for loss of damage to property and life arising from a cause for which contractor is responsible.
- (ii) For loss or damage occasioned by the Contractor in the Course of any repairs carried out by him for the purpose of complying with his obligations.

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

8. Damage to Persons and Property

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

- a) Death of or injury to any person, or
- b) Loss or damage to any property (other than the Works) :

Which may arise out of or in consequence of the Repair 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. 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.

11. Default of contractor in Compliance

In case of default on the Contractor in carrying out such instruction within the time specified therein or, if none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall, be determined by the Engineer and shall be recoverable from the Contractor by the employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly.

12. Defect Identification and it's rectifications

Agency shall immediately attend the defects and complaints noticed at site. The agency shall provide and develop a system for regular Repair and Maintenance of all the services which includes defects identifications and it's immediate rectification so, that services are not effected. 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 the 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.

13. Penalty for Delay

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

14. Contractor's Failure to Carry out Instructions

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

15. Instructions for Variations

Quantities given in the BOQ are estimated quantities. The quantity of any particular item may vary during the currency of the ARM Contract. The payment shall be made by ESIC to the Contractor at the contract price for variated quantities.

16. Measurement

The Engineer shall determine by measurement of the value of actual work done in accordance with the Contract and the contractor shall be paid proportionately. Part rate shall be made for any part of BOQ items not fully executed.

17. Quarterly/Monthly Statements for payments

The Contractor shall submit a bill in 2 copies to the Engineer by 7th day of each Quarter/Monthly 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) Verified Attendance sheet along with ECS/NEFT/RTGS/IMPS payment copy, wages sheets of all the workers and staffs deployed in terms of the Contract.
- b) Certified bills regarding miscellaneous materials purchased under different heads/Annexure.
- c) Details of defects / complaints attended and rectified within time (Complaint form & Register).
- d) Any other documents asked by ESIC related to ARM works.
- e) ESIC & EPF Challans with list of workers.

18. Monthly Payments

After submission of Monthly bill complete in all respects by the contractor, Engineer shall check the bill with the help of contractor and certify for payment within 15 days of the submission of bill. The payment shall be made through Bank in online mode.

19. Performance Guarantee

Within two weeks of award of work, the contractor shall submit a Performance Guarantee for proper performance of the Contract in the format given in the bid document in the form of BG for 5 % of the bid / accepted amount. The performance guarantee shall be valid for the duration of the contract period (including extended period) plus 60 days. The performance security can be encashed by the Employer to recover any amount which is payable by the contractor to the Employer on any account for a cause arising out of the contract.

20. Security Deposit

In addition to Performance Guarantee, a sum @ 2.5 % of the gross amount of each running Bill. Such deductions will be made and held by ESIC by way of security Deposit (SD) and shall be released after successful completion of the work plus 12 Month. All compensations of the other some of money payable by the contractor under the terms of the contract may be deducted from SD.

21. Correction of Interim payment Certificates / Running Bill

The Engineer may be any Interim Payment Certificate / Running Bill make any correction or modification in any previous interim payment Certificate / Running Bill 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. All interim payments are to be regarded as advances against final payments.

22. Final Certificate / Payment

Within 28 days after receipt of the Final Settlement / claim / Bill 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.

23. Default of Contractor & Termination of Contract

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

24. Dispute Resolution

24.1 Amicable Settlement of Dispute

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

24.2 Arbitration

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

Amicable settlement has not been reached.

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

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

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

25. 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 after due adjustment.

26. Labour Laws to be complied by the Contractor

The contractor shall obtain a valid license under the Contract Labour (R & A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non – execution of the work.

27. Health and Safety

The Contractor shall at all times take all required precautions to maintain the health and safety of their personnel as well as Hospital / Dispensary users by observing due diligence. Supervisory personnel of the Contractor shall be skilled / experienced to ensure that site is maintained safely and protected against any accidents.

28. Contractor's Superintendence

Throughout the currency of works and as long thereafter as is necessary to fulfill the Contractor's obligations, the Contractor shall provide all necessary superintendence and assistance to plan, arrange, direct, manage, inspect and test the works. The

operations to be carried out by the Contractor in connection with ARM work shall be such as not to cause any kinds of accidents in the building and the campus and inconvenience to hospital users in any manner.

29. Contractor's Personnel

The workmen including supervisory personnel deployed by the Contractor shall be appropriately qualified, skilled and experienced in their respective trades or occupations. ESIC may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including Contractor's Representative, if applicable, who :

- a) persists in any misconduct or lack of care or unruly / inhuman behavior
- b) carried out duties incompetently or negligently,
- c) fails to conform with any provisions of the Contract, or
- d) persists in any conduct which is prejudicial to safety, health, or the protection of environment

Upon such requirement, the Contractor shall appoint (or cause to be appointed) a suitable replacement person.

30. Disorderly Conduct

The Contractor shall at all times take all required reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's

personnel, and to preserve peace and protection of persons and property on and near the site or even adjacent to it.

31. Manner of Execution

The Contractor shall carry out the work:

- a) In the manner (if any) specified in the Contract
- b) Efficiently, diligently and in a proper workmanlike and careful manner, in accordance with generally accepted professional techniques and good practices.
- c) Observe sound management practices, and employ advanced technology and safe and effective equipment, materials and methods ; and
- d) With properly equipped facilities and non – hazardous Materials, except as otherwise specified in the Contract.

The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor under this Contract.

32. Adjustments for changes in Legislation

The Contract Price shall be adjusted to take account of any increase or decrease in cost resulting from a change in the Laws of the country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official government interpretation of such Laws, made after the Base Date (the date on which tender is received in ESIC) which affect the Contractor in the performance of obligations under the Contract.

33. Insurance against injury to Persons and Damage to Property

- (i) The Contractor shall effect and maintain in full force insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's personnel.
- (ii) The Employer shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect to the Employer or of the Employer's Personnel.

(iii)

34. Others Terms & Condition

1. Contractor will provide sufficient technical staff to maintain the office / prepare bill / store & other works which are to be executed under the ARM head as per CPWD norms for which no extra payment shall be made by ESIC.

2. Following Self Certificate to be provided by the Bidders:
 - a) **He has not been blacklisted in any work by any Central / State Government / PSUs / Autonomous Bodies and have satisfactory track record of compliance of statutory liabilities such as payment of Minimum Wages, ESI, EPF and GST etc. on time.**
3. It will be the responsibility of contractor to get the renewal of fire NOC and lift licence, if any from concerned department and no extra cost will be paid except legal/statutory departmental fees on production of documentary proof.
4. Water of water tank should be tested from NABH accredited laboratory or any other Govt. approved lab on half yearly basis for which no extra payment will be made by ESIC.
5. ESIC will provide Water & Electricity from own source to the contractor and recovery of same will be made in monthly bill @ 1% of the total value of work done for whole some items. If they use their own water and electricity than the same shall not be deducted from the bill.
6. Space to be provided to agency by ESIC free of cost for setting up of Office as per approval of competent authority of ESIC till maturity / completion of work.

Terms & Conditions

- 1 The contractor shall provide necessary barriers, warning signals and other safety measures while executing the
work wherever necessary so as to avoid accident. He shall also indemnify ESIC against claims for
compensation arising out of negligence in this respect. Contractor shall be liable, in accordance with the
Indian Law and regulations for any accident occurring due to any cause. The department shall not be
responsible for any accident occurred or damage incurred or claims arising there from during the executions of
work. The contractor shall also provide all insurance including third party insurance as may be necessary to
cover the risk. No extra payment would be made to the contractor due to the above provisions.
- 2 Safe custody including watch and ward of the plant/ system, all the fixtures and other machinery will be
entire responsibility of the contractor.
- 3 Cleaning of entire system/ units/ room/ machinery and other equipment will be the responsibility of the
contractor. If the room is not found satisfactory at any time by the department recovery of Rs.50/- per
day shall be made from the contractor's bill.
4. The contractor shall provide first aid/ box facilities for his staff at site.
The firm must pay Minimum Wages alongwith other allowances etc and fulfill all statutory obligations
like ESI, EPF, bonus etc
all his employees covered under this contract. Revised wages Difference amount shall
be paid to the contractor subject to providing of Bank statement, ESI/EPF Copy during the
period as per latest CLC Wages.
For Holidays/ Sundays no extra payment will be made. It is the contractor's duty to arrange weekly off
or Holidays to the workers, as per extent laws.
- 6 The ESIC will not be a party in event of any dispute between contractor and his staff.
The contractor is fully responsible for any dispute between him and his labourer.
Whenever any major defects occur in the system the firm will inform immediately to department for
taking proper action.
- 8 The contractor shall provide and maintain attendance register for the maintenance staff at site which
shall be checked by Engineer-in-charge.
- 9 The contractor shall get cleaned all the distribution boards/ main boards/ main
switches/ ceiling fans & fitting etc. to keep the system in healthy condition.
10. Contractor has to maintain compliant register at his own cost. A complete record of all the
complaints is to be entered in the register, the register is to be get checked by JE in-charge of
the work.
11. Any damage made by the contractor or the staff of the contractor deployed at the
site of work during contract period shall be made good by the contractor at his
own cost.
12. The contractor shall submit the attested copies of credentials of all manpower to Engineer-
in- Charge before start of the work and as and when demanded
13. The Contractor shall provide adequate nos. of mobile phone to their staff at site
to enable the JE(E)/JE(C)/Engineer-in-charge to have easy and quick
communication. Nothing extra shall be paid to the contractor on this account and
his quoted rates for various items under this contract will be inclusive of this
obligation also.

Sub-Station & DG Set, EI (NR) and Compound Light.

1. All the minor items such as cotton waste, grease, detergent, pilot lamp for phase indicator , kerosene oil, sand paper PVC tapes, stationery items/ printed stationery and control fuses shall be arranged by the contractor for which nothing extra shall be paid.
2. Contractor will bring in the notice of the JE(E)/Engineer-in-charge concerned for any defect/nonfunctioning of AMF panel, Batteries, associated electric panel of DG sets, immediately and ARM Agency work with -co-ordination with DG Set ASP/OEM.
3. During the concurrency of contract, the DG sets and substation shall be in physical custody of the contractor& after expiry of contractor the DG sets & substation sets shall be handed over to the department in the similar condition in which it was taken over by the contractor.
4. Any other spares part required in the DG set shall be brought to the notice of engineer-in-charge well in advance for which formalities for procurement of the same can be done in advance.
5. Contractor shall supply Log book, Dhoti, cleaning material, petroleum jelly, distilled water for battery within the scope of this work with extra cost.
6. The agency will maintain record for operation of DG set and will inform to department about any defect/developed just after accruing of the same.
7. The H.S.D. for operation of Diesel pump shall be supplied by the ESIC free of cost.
8. For EI works requirement is to attend day to day complaints and carry out routine maintenance of external electrical installation i.e. main switch boards, sub-distribution boards, sub-main connection, cable connection, inter-connections, fittings including various electrical accessories. Maintaining and up keeping all associated equipment such as main boards, distribution boards, sub-distribution boards, MCBs, isolators, cable connections and inter connection in proper functional condition.
Recording complaints in message register, attending the same in reasonable time and getting the rectification acknowledged by the occupants/ users as the case may be. The complaint register & workers diary shall be supplied & maintained by the contractor without any extra cost.
9. The contractor will test insulation and earth test of the system at least once in six months and submit the results to the engineer in charge. Noncompliance of this clause shall invite penalty @ Rs. 500 per fortnight.
10. The agency has to take NOC (i.e sound Test & smoke emission test certificate) from DPCC for which no extra payment will be made.

(Central AC Plant & Ductable AC Units)

1. The agency has co-ordinate with ASP/OEM and work with them.

(Fire & Fighting, Sprinkler, Fire Alarm, PA & Talk back System & water Supply pump)

1. The agency has co-ordinate with ASP/OEM and work with them.

- 3 Routine maintenance shall be carried out by contractor:-
- .
- 4 The contractor shall have to arrange the minor & major repair works as per BOQ.
- .

Particular Conditions of Contract (PCC)

1. **Definition**

Unless repugnant to the context or meaning thereof or defined in the Contract Agreement, the following expressions shall have the meaning in these PCCs:

- (i) “CPWD” means the Central Public Works Department of the Government of India.
- (ii) “DSR” means the Delhi Schedule of Rates of CPWD.
- (iii) “Cost Index” means Cost Index of particular place as declared by CPWD from time to time to be applicable on DSR items.
- (iv) “Base Date” means date on which tender for this work has been received in ESIC.
- (v) “NDSR Items” means Non – DSR or Non – schedule items which are not based on any DSR and as such rates for these items are to be determined based on prevailing Market Rates.

2. **Extra / Substituted / Additional Items**

If during currency of the work, any items which are not available in the Contract’s BOQ and have been ordered by ESIC to carry out at the site, rates for such items for payment purpose to the Contractor shall be determined as follows :

a) **For DSR Items**

The rates shall be derived based on latest DSR rates + applicable Cost Index+ with deduction of quoted percentage rate.

b) **For NDSR Items**

The rates shall be derived based on Market Rates. An element of Contractor’s Profit (CP) @ 15 % shall be allowed with deduction of quoted percentage rate.

3. The works shall be carried out in accordance with CPWD specifications wherever CPWD specifications are not available / applicable, such items / piece of works will be carried out as per BIS / NBC / manufacturers specifications & operation manuals and sound engineering practices etc. and as per direction of engineer.

4. The contractor shall maintain proper maintenance office / service centre / Sewa Kendra where complaints shall be received from the complainants either through e – mail, hard copies etc. A compliant Register shall also be properly maintained and updated daily in accordance with the direction of ESIC / Engineer – in – charge so that complaints are immediately registered and formalized in the maintenance system for their quick redressal within optimum time and with due diligence. Complaints through Gmail, Online Excel sheet, SMS & Whats App can be lodged by the concerned ESIC officials / bona fide residents 24 X 7 to the mobile phone of the contractors / Supervisory personnel and these complaints shall also be given due weightages.
5. The Contractor shall put all out efforts to address the complaints as immediately as possible. However, a tentative timeline for various natures of complaints are given within which the complaints are supposed to be attended by the Contractor without fail so as to maintain the hospital services smoothly.

TIME FRAME FOR ATTENDING COMPLAINTS

S N o	Complaint Type (as defined by ESIC)	Maximum Time within which the complaints are to be attended
1	Emergent Complaints	3 hours
2	Minor Complaints	1 day
3	Major Complaints	3 days
4	Periodical Complaints	5 days

Following recovery shall be made from the admissible payments for delay in attending the complaints:

- (i) The recovery of Rs **500/-(Rupees Five Hundred Only)** per complaint per day of delay in attending emergency complaints or as directed by ESIC Engineer through mail or requisition form.
- (ii) A recovery of Rs **200/-(Rupees Two Hundred Only)** per complaint per day for delay in attending Major, Minor & periodical complaints beyond the time given as above.

Moreover,

6. All required register will be issued by Engineer-in-charge duly marked in chronological order but the contractor will have to arrange all such registers/stationery etc. nothing extra shall be paid on this account.

The contractor will have to arrange all the required Computer, furniture etc. at his own cost pertaining to his job and he will take all these things back only after the expiry of the agreement for which nothing extra shall be paid.

7. Workmen employed by the contractor should be well behaved, polite & courteous and the worker will clean the place where he has worked while attending the complaints . Any complaint against staff for bad behavior shall be taken very seriously and such staff shall be removed by the contractor within five days from the site and arrangement of suitable substitute for the same shall be done by contractor failing which the Engineer- in-Charge shall make recovery from contractor's bill as per corresponding condition.
8. Each worker shall maintain a complaint diary and get the signature from the concerned department / official to whom the complaint pertains, regarding attending the complaints. In case, it is found that the complaint has been attended unsatisfactorily, it will be considered as unattended. List of such complaints shall be submitted to the Assistant / Junior Engineer-in-Charge or his representative preferably on daily basis.
9. Safety of the staff employed will be the responsibility of the contractor, ESIC shall not be responsible for any mishap, injury/accident or death of the staff. No claim in this regard shall be entertained/ accepted by the department.
10. Operations in which assistance shall be provided by the maintenance agency / contractor to ESIC :
 - (i) Assistance for occupation and vacation for the quarters.
 - (ii) Assisting the department in detection of unauthorized encroachments in the area being maintained.
 - (iii) Informing to the ESIC regarding the failure in any service being provided by other departments, in so far as they affect the assets being maintained under this contract, so that they can be taken up with the concerned local body / department for rectification.
 - (iv) Contractor or his authorized representatives / nodal officials shall ensure connectivity on mobile round the clock so that they can be contacted by the ESIC officials / authorities so as to make them aware about the urgency of the situation in connection with the maintenance of the essential services in the hospital and dispensary premises. Contractor shall provide alternate mobile / telephone nos. for ease of communication. Nothing extra shall be paid to the contractor on this account and his quoted rates for various items under this contract will be inclusive of this obligation.
 - (v) Contractor shall ensure to attend / respond to the individual complaints within the time prescribed.
 - (vi) Contractor shall follow the citizen charter and model code for workers behavior as decided by Engineer-in charge.
 - (vii) Contractor shall facilitate visitors while they visit to service centre for lodging complaint in person or on phone.
11. The Contractor shall provide credentials of all workmen to ESIC. No claim of contractor's employees/ staff employed for subject work in any form shall be entertained by ESIC. Police verification of every deployed by the contractor shall

be got done by the contractor compulsorily and a copy of police verification shall be provided to Engineer- in-Charge after which an identity card duly countersigned by Engineer-in-Charge or his representative shall be issued to each employee of the contractor for proper identification. ESIC may ask the Contractor to authenticate the presence of required number of manpower through Biometric Attendance System (BAS) based on AADHAR.

12. The contractor shall provide uniform with ESIC logo along with name Badge and shoes **within 15 days** of start of work. In the event of non-compliance **a recovery of Rs.25/- per day per employee** shall be made. The employee and labours engaged by the contractor under this contract shall wear neat and clean uniforms alongwith name badges as approved by the concerned engineer. Nothing extra shall be paid on this count.
13. All T&P including ladders, wire drawing equipment, chase cutting equipment, drilling machine megger insulation, earth resistance testing equipment etc. required for the work shall have to be arranged by the contractor No T&P shall be issued by the Department.
14. Unless otherwise specified, the agreement rates for all items of work of the schedule of quantities are for all heights, depths, leads and lifts involved in the execution of work.
15. The contractor shall take all precautions to avoid accidents by exhibiting caution boards, red flags, red lights and providing necessary barriers and all other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part.
16. The contractor shall give due notices to Municipality, Police and/ or other authorities that may be required under the law/ rules under force and obtain all requisite licenses for temporary obstructions/ enclosures and pay all charges which may be leviable on account of his execution of the work under the agreement. Nothing extra shall be payable on this account.
17. Other agencies may also be simultaneously executing some other work entrusted to them by the Engineer-in-charge and the contractor shall offer necessary cooperation wherever required to these agencies so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s). He shall as far as possible arrange his work and shall place and dispose off the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-charge.
18. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials, the contractor shall be bound to follow all such restrictions and adjust the programme for execution accordingly. Nothing extra shall be paid for idle labour due to such construction.

19. The work shall be carried out in a manner complying in all respects with the requirements of relevant bye laws of the local bodies, labour laws, minimum wages act, workmen compensation act and other statutory laws enacted by Central Govt. as well as State Govt.

20. All the malba or rubbish obtained from dismantling or otherwise during the execution of work shall be collected in the mobile container arranged by contractor free of cost of

suitable size placed near the working place. The malba or building rubbish so collected shall be disposed off to the specified common disposal point as decided by the Engineer-in charge, where from the contractor will finally disposed off the collected malba or rubbish to the authorized municipal dhalao/dumping ground. In no case the malba / building rubbish shall be allowed to dump at ground near the working place. A recovery of **Rs.1000/-** shall be made by engineer-in-charge for every default per day till the final disposal of malba only after issuing a notice in writing by engineer-in-charge of work.

No residential accommodation shall be provided to any of the staff engaged by the contractor. The contractor shall also not be allowed to erect any temporary set up for staff in the campus.

The contractor shall depute required technical and non – technical / supporting personnel for carrying out civil and electro – mechanical maintenance works as per manpower deployment schedule vide Form (FB) – 1 so that the essential services should not get hampered in any manner for hospital and dispensaries & also for residential accommodations.

21. Contractor shall be fully responsible for any damages caused to govt. property by his or his labour in carrying out the work and same shall be rectified by the contractor at his own cost.

22. The Contractor shall follow, observe and comply with all applicable laws, rules, regulations and procedure including all Govt. of India and concerned Local Authority rules, procedures and regulations while performing Work under the Contract including planning, designing, detailing, executing, supervising etc. and obey instructions, rules and regulations of Agencies having jurisdiction as issued or applicable from time to time. The contract price and the rates under the Contract shall be deemed to be inclusive of all expenses required for complying with all such applicable laws, rules, regulations and procedures. The Contractor shall at all times safeguard the interests of the employer in performing the work under his scope.

23. The contractor shall maintain sufficient quantity of materials and spares at site to meet the requirement of attending the complaints as per direction of the Engineer-in-charge. Stores / bins, if available, shall be handed over to the contractor for storing the material.

24. The contractor shall have to carry out the work other than day to day maintenance according to programme given by the Executive Engineer / Assistant Engineer / Junior Engineer-in-charge. The contractor shall have to adhere to this programme

failing which he shall be wholly responsible if or any inconvenience caused to the occupants. No claim for idle labour on any account shall be entertained. The contractor shall depute his representative daily to the site of work. His / her name and Signature shall be attested by the contractor for record in the department.

25. No special repairs and addition/ alteration work shall be carried out in any building without the approval of the representative of the Engineer-in-charge. Any work carried out without approval of the representative of the Engineer-in-charge at the site, the work shall be rejected and shall not be measured and paid for.
26. The cement mortar/cement concrete shall not be mixed or mixed cement mortar / cement concrete shall not be placed on the ground /roads/pucca floor in any case during the execution of work at site. The cement mortar / cement concrete will only be mixed on MS sheet/sheet of other material suitable size. In case of default, the Engineer-in-charge of work shall reject the cement mortar / cement concrete out rightly if cement mortar/cement concrete mixed on ground/floor/slab/road and such cement mortar/cement concrete shall be removed from the site of work by the agency at his own cost.
27. All dismantled material shall remain the property of the ESIC and shall be taken away by the contractor after taking approval of Engineer-in-charge of ESIC in writing as per "**schedule of credit I & II**" for dismantled materials for which deduction will be made accordingly from contractor bills.
Chases, holes & drilling works etc. shall be done using power operated tools by observing due diligence so that the existing structure / facilities should not get unduly disturbed / harmed / disfigured.
28. In case of any accident during the operation / Maintenance of the equipment leading to injuries/damages to human being equipment or loss of life, the contractor shall be fully responsible for settling all claims & indemnify the department against any claims arising out of such accidents.
29. The quoted rate shall be inclusive of any prevailing taxes, duties, levies imposed by the Central /State government/Local bodies. Any new taxes levied after opening of financial bid shall be considered by ESIC for reimbursement (in case of additional burden / increase in financial implications) or recovery in case of decrease in financial implications due to such changes. Income Tax as applicable shall be deducted from the payments of the contract as per extant Rule.
30. The contractor shall comply with proper and legal orders and directions of the local or public authority or Municipality / local body / administration and abide by their rules and regulations and pay all fees, cess and charges of which he may be liable as per statutes / orders.

This contract includes providing the emergency services whenever required after normal working hours; no extra charge will be entertained for attending any numbers of complaints.

The contractor shall also give due notices to Municipality, Police and/ or other authorities under intimation to the Engineer in Charge that may be required under the law/ rules under force and obtain all requisite licenses for temporary obstructions/ enclosures and pay all charges which may be leviable on account of his execution of the work under the agreement. Nothing extra shall be payable on this account.

31. The contractor will carry out preventive maintenance / Checks as per CPWD Specification / respective standard trade practice and as per details attached. The result of such exercise will be recorded in proforma as decided by the Engineer-in-charge.

Materials used shall be in order of preferences as under:-

- (i) Under the Nomenclature of the item
- (ii) Particular specifications and special conditions.
- (iii) CPWD specifications for Civil and Electrical works.
- (iv) ISI marked / conforming to BIS.
- (vi) Approved by ESIC engineer.

32. Rejected materials shall have to be removed by the contractor at his own cost immediately of the instructions of doing so. In case of any dispute regarding rejection of quality of materials the decision of the Engineer-in-Charge shall be final and binding upon the contractor.

33. Contractor shall give the details of complaints attended at least once in a week mandatorily to the concerned JE/In-charge in Charge.

34. The contractor shall maintain proper attendance records of workmen deployed at the site of work which will be checked by the ESIC engineer / Staff of verification etc. In case of absence of any workmen, the recovery shall be made at the following rates :

S . N o .	Category of Workmen	Rate of Recovery per day per person (Rs.)	Remarks
1.	Supervisors	2,000/-	In case workmen are found absent for particular hours of the day, the recovery shall be made on pro – rata basis by considering 8 hrs. of the duty in a day.
2.	Highly Skilled	1,500/-	
3.	Skilled	1,200/-	

4.	Semi – Skilled	1,000/-
5.	Unskilled	800/-

35. For facia work and internal finishing work, double cup Lock steel scaffolding having two sets of vertical supports with steel staircase for inspection of works by engineer in charge shall be used. The supports shall be sound and strong, tied together with horizontal piece over which scaffolding planks shall be fixed.
36. The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties and to the public in general and to prevent any damage to such properties from pollutants like smoke, dust, noise. The contractor shall use such methodology and equipment so as to cause minimum environmental pollution of any kind during construction and minimum hindrance to road users and to occupants of the adjacent properties or other services running adjacent/near vicinity. The contractor shall make good at his cost and to the satisfaction of the Engineer-in-Charge, any damage to roads, paths, cross drainage works or public or private property whatsoever caused due to the execution of the work or by traffic brought thereon by the contractor. All waste or superfluous materials shall be carried away by the contractor, without any reservation, entirely to the satisfaction of the Engineer-in-Charge.
37. The Contractor shall ensure the readiness and functionality of all equipments, accessories and plants related to fire safety aspects of the hospitals and other buildings existing in the campus as a whole so that the entire premise is free from any potential fire hazards. Periodic fire drills are also required to be done by the Contractor in consultation with ESIC and local Fire Inspectors / Officials as per norms. Any deficiencies detected during the fire drills regarding dysfunctionality of fire safety equipments, accessories and plants and evacuation measures shall be made good immediately by the Contractor in consultation with ESIC and local Fire Inspectors / Officials. Supervisor which is to be deployed by the Contractor with proper qualifications and experience is responsible for all the actions enumerated above.
38. Indicative list of material & tools for day to day maintenance, which does not include some more items which required for day to day maintenance, same may be arrange by the contractor without any extra cost.

S.No	Job	Material	Tools with tool bag
------	-----	----------	---------------------

1	Plumbing work	GI/ PVC/ UPVC/ CPVC pipes & fittings of all nominal bore, SCI/ CCI pipes & fittings of all sizes, internal parts of CP brass fittings, CP extension pieces of all sizes, internal parts of cistern, M Seal, teflon tape PVC Seat cover of EWC, all PTMT	Pipe wrench, Pipe cutter, Pipe vice, Pipe die stock, Files, Plier, bench vice, Caulking tools, measuring tape, Hacksaw, Screw driver, Spanners, Chisels, Hammers, Grinding machine, Pressure Pump (to open blockage in water pipes) etc.
---	---------------	--	--

		fittings, looking Mirror 600x450mm size, all CP/ PTMT gratings, CP/PTMT waste & , PVC waste pipe for wash basin/sink/urinal, PVC cistern, PVC connection pipes of all size, Brass stop cock/ gate valve/ float valve etc.	
--	--	---	--

2	Carp entry	Commercial & decorative Plywood (all thickness), wood (Hollock & teak), All aluminum/stainless steel/brass doors & windows fitting of all sizes, Hydraulic door closer, wooden beadings, All type & size CP brass/ SS/ Aluminum screws, nails , adhesive, silicon sealant, float/ frosted glass panes of all sizes & thickness, SS wire mesh, glass putty etc.	Drilling Machine Battery/ electric operated (ordinary as well as hammer drilling), Planer, Saw, Screw Driver, Hammer, Chisels, Auger, Try Square, tape Scribing Knife, Marking Gauge and Marking Point, Pliers, Glass cutting knife etc.
---	------------	--	--

3	Painting & Polishing	All type of Paints & primer, POP, Cement based wall putty, wooden sealer, spirit, muslin cloth, melamine, masking tape, Sand paper, etc.	Brushes, Roller, sand grinder machine, putty Knife/plate (patti), PVC/ foam sheet cover, ladder etc.
4	Masonry work	Cement, fine/coarse sand stone aggregate of all nominal sizes, Bricks, Ceramic/ vitrified tiles of all sizes & shade, araldite, SFRC covers & frames of all sizes etc.	Trowel, Try Square, Straight edge, Plumb bob, String (Nylon rope), tape, Brick Hammer, Floats, Tamping rod, Hand Grinding Machine, Fiber sheet for mortar mixing etc.
5	Sewer man	Cleaning material,	Pump, Pusher rod, Brushes for cleaning, iron rod, Gumboots, Hand

		disinfectant etc.	gloves, Broom sticks, Brooms (both soft & hard), Basket or Bucket for dust & waste Collection, cleaning material (Acid, Vim, Soap, Scrubber), Safety tools etc.
6	Welding	MS structural steel sections of all sizes & type, Welding rod etc,	Electric Welding machine, Eye shield, Grinder, cutter, electric cable, safety tools, transportation system etc.
7	Helper		Pickaxe (Gainti), Kassi, Spade, Crow bar, Rammer, Hammer, Basket etc.

General Tools:- Ladder, Gauge measure, Measuring Tapes (3 M, 15 M, 30 M), Measuring Box (40cm x 35cm x 25cm), Steel rule, Wooden Ballies & Planks, Scaffolding Steel pipes, Shuttering plates, Rubber pipes, Water level & Water level pipe, Spirit level, Grinding stone, Rickshaw / Trolley for moving materials at site. Shuttering and scaffolding materials, Jhoola (for working at heights),Cutter Machine (for cutting metal, wood, concrete & other flooring upto 2" thickness).

List of General Safety tools:- (With minimum Qty) required to be kept by Contractor (First aid Box – 1 Nos. Safety belt with rope -. Protective Goggles. Face Mask -. Hand gloves - Helmets - Safety shoes (With socks) - (For Each Worker) Safety Jacket / Apron - (For Each Worker) Caps/hats(for summer) - (For Each Worker).

Work Specification for Civil Works

1. The weight and thickness of the material should be as per CPWD Specification/relevant IS Code / manufacturer specifications/BIS Norms.
2. The any material shall be used in the work only after due approval from the ESIC engineer.

TENDER

I / We have read and examined the Notice Inviting Tender and other contents such as technical and financial bid formats etc. of the bid document carefully and hereby tender for execution of the ARM work for ESI Corporation in terms of various terms and conditions as stipulated in the bid document.

We agree to keep the tender open for **Ninety (90) days** from the due date of opening of financial bid and not to make any modifications in its term & conditions.

A sum of **Rs. _____**/- is hereby forwarded in the form of Demand Draft / Pay Order issued by a scheduled bank as Earnest Money. If I / We, fail to furnish the prescribed Performance Guarantee within prescribed period, I / We agree that the ESI Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, I / We agree commence work as specified and if I / We fail to commence work as specified, I / We agree that ESI Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained therein.

Further, I / We agree that in case of forfeiture of earnest money or Performance Guarantee as aforesaid, I / We shall be debarred for participation in the re-tendering process of the work.

I / We undertake and confirm that eligible similar work(s) has / have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I / We shall be debarred for tendering in ESIC in future for ever. Also, if such a violation comes to the notice of ESIC before date of start of work, the Regional Director, ESIC, RO, Bhubaneswar shall be free to cancel the Agreement and to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.

I / We hereby declare that I / We shall treat the tender documents and other records connected with the work as secret / confidential documents and shall not communicate information derived there from to any person other than a person to whom I / we am / are authorized to communicate the same or use the information in any manner prejudicial to the interest of ESIC / safety of State.

Dated:

with Seal) Signature of Witness:

Name &

Address:

Occupation:

Contact

Details :

Signature of Bidder (

Postal Address

FORM OF PERFORMANCE GUARANTEE

(BANK GUARANTEE BOND)

In consideration of Director General, ESI Corporation (hereinafter called " ESIC" or "Corporation") having offered to accept the terms and conditions of the proposed agreement between ESIC, as First Party and
as Second Party (Herein after called "the said contractor(s)") for the work (Herein after called "the said Agreement")
having agreed, to production of an irrevocable Bank Guarantee for Rs(
Rupeesonly) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (*Indicate the name of Bank*) (Hereinafter referred to as "Bank") hereby undertake to pay to the ESIC an amount not exceeding Rs...
.....(
Rupees) only on demand by the ESIC.
2. We do hereby (indicate the name of Bank) undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s).
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 the ESIC any money so demand notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or

till ESIC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.

5. We (Indicate the name of Bank) further agree with the ESIC that the ESIC, i.e. First Party shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Corporation or any indulgence by the Corporation to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) i.e. Second Party.
7. We(Indicate the name of bank) lastly undertake not to revoke this guarantee except with the previous consent of the Corporation in writing.
8. This guarantee shall be valid upto unless extended on demand by Corporation. Now withstanding 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 this guarantee, all our liabilities under this guarantee, shall stand discharged.

Dated, theDay of..... For.....(Indicate the name of the Bank)

Technical Bid Forms

S · N o ·	Form	Particular
1 ·	A	DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF TENDERS
2 ·	C	FINANCIAL INFORMATION
3 ·	D	FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK
4 ·	E	STRUCTURE & ORGANISATION
5 ·	F	LETTER OF TRANSMITTAL

FORM 'A'

EXPERIENCE OF COMPANY

Experience Certificate to be submitted in same / similar type of Performa as per eligibility condition.

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 similar nature of work as per completion Certificate	
6	Date of start of the work	
7	Date of completion of the work	
8	Completion Certificate issued by	
7	Any other details	

Sign of Client/Bidder:

Date :

Place:

FORM 'B'

FINANCIAL

INFORMATION

Name of the Firm / Contractor :

S . N o .	Particulars	Financial year		
		2022- 23	2023- 24	2024-25
1 .	Gross Annual Turnover on maintenance Works (in lakh rupees)			

Signature of Chartered

Accountant with Seal.

Signature(s) of Bidder(s)

Seal of the Bidder

FORM 'C'

FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK IN THEIR LETTER HEAD

This is to certify that, to the best of our knowledge and information, **M/s** _____ (Bidder's name with complete address), a customer of our Bank, is respectable and is maintaining an amount up to a maximum limit of **Rs.** _____ .

M/s _____ has been maintaining an account with us since _____ to date and has been sanctioned/granted the following credit limits/facilities by the Bank at present:

1.

This certificate is issued without any guarantee, risk, or responsibility on behalf of the Bank or any of its officials.

This certificate is issued at the specific request of the customer.

SIGNATURE (FOR BANK)

Note:

- (i) Bankers' Certificate should be on letter head of the bank and addressed to **Regional Director, ESIC Regional office, Bhubaneswar, Odisha-751022.**
- (ii) In case of partnership firm, Certificate should include names of all partners as recorded with the bank.

FORM 'D'

STRUCTURE & ORGANISATION

1. Name & address of the bidder
2. Telephone no./Telex no./Fax no.
3. Contact Details of the authorized personnel
4. Legal status of the bidder (attached copies of original document defining the legal status)
 - (a) An Individual
 - (b) A proprietary firm
 - (c) A firm in partnership
 - (d) A limited company of Corporation
5. Particulars of registration with various Government Bodies / Departments / Organization (attached attested photocopy)

Organization / Place of Registration	Registration No.
--------------------------------------	------------------

1.

2.

3

6. Names and titles of Directors & Officers with designation associated with this work.
7. Designation of individuals authorized to act for the organization for this work.
8. Has the bidder or any constituent partner in case of partnership firm, ever been convicted by a court of law? if so, give details.
9. Any other information considered necessary with regard to this bid and for establishing the eligibility of the bidder.

**Signature of the
Bidder Seal of
the Bidder**

FORM 'E'

LETTER OF TRANSMITTAL

(On Bidder's Letter Head) _

To

The Regional Director, ESIC RO,
Panchdeep Bhawan, Janpath, Unit-ix,
Bhubaneswar-751022

Subject : Annual Repair, Maintenance and Operation of Civil Work of ESIC Model
Hospital and Staff Quarters Rourkela.

Sir,

Having examined the details given in Press / Web Notice and NIT / Bid Document for the above work, I / we hereby submit the relevant information.

1. I / We hereby certify that all the statements made and information supplied in the enclosed forms "A" to "D" and accompanying statement are true and correct.
2. I / We have furnished all information's and details necessary for eligibility and have no further pertinent information to supply.
3. I / we submit the requisite certified solvency certificate and authorize the **Regional Director, ESIC, RO, Bhubaneswar** to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorized **Regional Director, ESIC, RO, Bhubaneswar** to approach individuals, employers, firms and corporation to verify our competence and general reputation, if required.
4. I / we submit the following certificates in support of our overall suitability, technical competence for having successfully completed the following similar works for establishing our eligibility:

S.No.	Name of work	Certificate from
1		
...		
...		

Certificate:

It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I / We shall be liable to be debarred and disqualified for participating in the subject bid as well as in future in case any information furnished by me / us found to be incorrect by ESIC.

Enclosures :

Signature(s) of Bidder (s) Date of Submission:

PROPOSAL OF FINANCIAL BID (Don't Filled)

FINANCIAL BID

Name of work: Annual Repair, Maintenance and Operation of Civil Work of ESIC Model Hospital and Staff Quarters Rourkela.				
ABSTRACT OF SUMMARY				
S l. N o .	Description	Amou nt (in Rs.)	Amou nt (in word s)	Annexure
1	Supply of Manpower for ARM & Operations			Annexure-I
2	Supply of Civil Material DSR Item			Annexure-II
3	Supply of DSR Civil Horticulture Item			Annexure-III
4	Works Item of Civil DSR Item			Annexure-IV
5	NDSR item (If any)			Annexure-V
Total (in figures) Rs.				

Total (In words) Rs.

NOTE :

1. **The bidder who quotes the minimum price against the total estimated amount, being the sum of all annexures, shall be declared as the L1 bidder.**
2. Quantities may vary as per the site condition. But Payment shall be made as per actual execution of work at site.
3. Rates quotes shall be firm and fixed and are inclusive of cost of manpower, material, machinery tools, plant and taxes/duties, etc. It may be noted that rate quoted shall be inclusive of all taxes like GST and other applicable statutory taxes and charges. "No taxes /statutory liabilities should be quoted as "EXTRA" failing which tender will be rejected.
4. **There should not be any difference / deviation in the quoted amount in figures and words. In case of any difference, the amount quoted in words shall be considered for evaluation purpose.**
5. **Note:** The quoted wages of Manpower should not be less than the latest minimum wages as notified by Central Labour Commissioner as applicable for Respective Location. The total wages per person should be inclusive of ESI, EPF, Bonus and other Statutory liabilities. Quoted Wages will be same for whole contract period as notified by Central Labor Commissioner. Any revised CLC Difference Amount shall be payable based on submission of ECS Copy and Other relevant Document.
6. **The bidder shall quote the rates annexure-wise. Thereafter, the quoted rates will be compared with the estimated annexure to calculate the quoted percentage. The annexure-wise calculated percentage shall be considered for each annexure and applied during the billing period.**

SIGN OF BIDDER