

दूरभाष (Telephone): 011-27376778
फैक्स (Fax): 011-27376777



कर्मचारी भविष्य निधि संगठन
Employees' Provident Fund Organization
(श्रम एवं रोजगार मन्त्रालय, भारत सरकार)
(Ministry of Labour & Employment, Government of India)
क्षेत्रीय कार्यालय, दिल्ली (उत्तर)
Regional Office, Delhi (North)



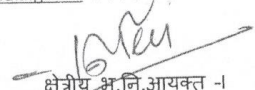
भविष्य निधि भवन, 28, कम्युनिटी सेन्टर, वजीरपुर औद्योगिक क्षेत्र, दिल्ली-110052
Bhavishya Nidhi Bhawan, 28, Community Centre, Wazirpur Industrial Area, Delhi-110052

बोली आमंत्रण हेतु नोटिस

कर्मचारी भविष्य निधि संगठन, भारत सरकार का एक स्वायत्त निकाय अपने क्षेत्रीय कार्यालय (उत्तर) 28, सामुदायिक केंद्र, वजीरपुर औद्योगिक क्षेत्र, दिल्ली -110052 के लिए मशहम और प्रतिषिद्धित सरकारीअर्ध सरकारी/ सार्वजनिक क्षेत्र के उपक्रम से Expression of Interest for Annual Maintenance Contract (Civil & Electrical Works) के लिए निविदा आमंत्रित करता है।

निविदा संदर्भ सं.	01/2020
निविदा का अनुमानित मूल्य	रु 1,25,00,000/- (लगभग)
अग्रिम राशि	रु शून्य/-
वेबसाइट पर और क.भ.नि.सं., क्षेत्रीय कार्यालय, दिल्ली (उत्तर) से निविदा फार्म की उपलब्धता की तिथि	18.02.2020
निविदा प्रस्तुत करने की अंतिम तिथि	11.03.2020, पूर्वाह्न 11.00 बजे तक
निविदा प्रस्ताव खोलने का समय व तिथि	11.03.2020, अपराह्न 3.00 बजे
पत्राचार हेतु पता	क्षेत्रीय भ.नि.आयुक्त क्षेत्रीय कार्यालय, दिल्ली(उत्तर) कर्मचारी भविष्य निधि संगठन 28, सामुदायिक केंद्र वजीरपुर औद्योगिक क्षेत्र, दिल्ली -110052

निविदा फार्म और अन्य विवरण वेबसाइट - <http://www.cppp.gov.in> and www.epfindia.gov.in से लिया जा सकता है।


क्षेत्रीय भ.नि.आयुक्त -I
क्षेत्रीय कार्यालय, दिल्ली (उत्तर)

दूरभाष (Telephone):011-27376778

फैक्स (Fax):011-27376777



कर्मचारी भविष्य निधि संगठन
Employees' Provident Fund Organization

(श्रम एवं रोजगार मन्त्रालय, भारत सरकार)

(Ministry of Labour & Employment, Government of India)

क्षेत्रीय कार्यालय, दिल्ली (उत्तर)

Regional Office, Delhi (North)

भविष्य निधि भवन, 28, कम्युनिटी सेन्टर, वजीरपुर औद्योगिक क्षेत्र, दिल्ली-110052

Bhavishya Nidhi Bhawan, 28, Community Centre, Wazirpur Industrial Area, Delhi-110052



NOTICE INVITING BID

Employees Provident Fund Organisation (Ministry of Labour & Govt. of India) invites Expression of Interest for Annual Maintenance Contract (Civil & Electrical Works) for its Regional Office, Delhi (North) EPFO, RO Delhi (North), 28, Community Centre, Qazirpur Industrial Area, Delhi - 110052 from the Government/Semi Government/Public Sector Undertakings/CPWD.

Tender Reference No.	01/2020
Estimate value of Tender	Rs. 1,25,00,000/- approximately
Earnest Money	Rs. NIL/-
Date of availability of Tender Form on Central Public Procurement Portal & EPFO website	17.02.2020
Last date and time for submission of tender	11.03.2020, upto 11.00 AM
Time and date of opening of tender offers Bid Opening	11.03.2020, 03:00 PM
Address for Communication	Regional P.F. Commissioner Regional Office, Delhi (North) Employees Provident Fund Organisation 28, Community Centre, Wazirpur Industrial Area, Delhi-110052

The tender forms and other details can be obtained from the website – <http://www.cppp.gov.in> and www.cpfipdia.gov.in

Signature
Regional PF Commissioner -I,
Regional Office-Delhi (North)



कर्मचारी भवि'य निधि संगठन
Employees' Provident Fund Organization
(श्रम एवं रोजगार मन्त्रालय, भारत सरकार)
(Ministry of Labour & Employment, Government of India)
क्षेत्रीय कार्यालय, दिल्ली (उत्तर)
Regional Office, Delhi (North)
भविष्य निधि भवन, 28, कम्युनिटी सेन्टर, वजीरपुर औद्योगिक क्षेत्र, दिल्ली-110052
Bhavishya Nidhi Bhawan, 28, Community Centre, Wazirpur Industrial Area, Delhi-110052



NOTICE INVITING BID

Employees Provident Fund Organisation, Regional Office, Delhi (North) is having its own nine storey building with a total area of 11242 Sq. mtr. Including basement etc.

This office intends to award the Annual Maintenance Contract (Civil & Electrical works) for a period of 01 year from the date of signing the agreement.

SCOPE OF WORK

1. Maintenance of EPFO, Regional Office, Delhi (North) buildings in proper condition by taking all necessary works including Civil & Electrical works.
2. Special repairing in Civil & Electrical works of the building covered under Annual Repair Maintenance.
3. In case of major external services, the separate estimates for such works shall be prepared and be submitted giving for the need of such estimates. The funds shall be released against such estimates with proper justification given by the executing agency.

- The Tender documents can be downloaded from the website www.epfindia.gov.in/http://www.cppp.gov.in. However, it is mandatory to download official copy of tender document from Central Public Procurement Portal e-tendering portal (<http://www.cppp.gov.in>) for bidding in this tender. Please refer Section IV, "SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING" for details.
- Any information to the bidders on these tenders/invitation to bids/invitation of expression of interest and any other information will be uploaded on CPPP portal only. Similarly, any corrigendum(s) or extension of dates or change in specifications or any other information will be uploaded for the information on CPPP e-tendering portal only. No individual letters/emails will be entertained regarding this.

ELIGIBILITY CRITERIA

- a) Only Government/Semi Government agencies/Public Sector undertakings/CPWD can submit the Bid. bid submitted by other private agencies will not be entertained.
- b) Confirmation to sign the standard agreement of EPFO (Standard agreement is enclosed as **(Appendix –A)**)
- c) Confirmation that the work must be taken up as per standard specification and all GFR, CVC guidelines, CPWD directions and Govt. of India norms/procedure will be followed.
- d) Declaration to be furnished that their Organisation is not black listed by the Govt. authority.
- e) Details of similar works executed for EPFO or other Govt. departments for the last 05 years mentioning name of the location and value of work completed highlighting cost over run/time over run along with supported documents.
- f) The agencies are requested to submit their offer on agency charges basis. (Appendix-B)
- g) Desirous agencies may inspect the building/area on any working day.

The competent authority of EPFO reserves the right to accept or reject the whole or part of the tender without assigning the reasons.

Regional Provident Fund Commissioner-1
Delhi (North)

SECTION III

Special instructions to Bidders for e-Tendering

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Bidders will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, EPFO has decided to use the portal <http://www.cppp.gov.in>. This portal is based on the most 'secure' and 'user friendly' software. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

1. Broad Outline of Activities from Bidder's Perspective: Procure a Digital Signing Certificate(DSC)
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS
7. Clarification to Tender Documents on ETS
 - a. Query to EPFO (Optional)
 - b. View response to queries posted by EPFO
8. Bid-Submission on ETS
9. Attend Public Online Tender Opening Event (TOE) on ETS
 - a. Opening of relevant Bid-Part
10. Post-TOE Clarification on ETS (Optional)
 - a. Respond to EPFO Post-TOE queries
11. Attend Public Online Tender Opening Event (TOE) on ETS
 - a. Opening of relevant part (i.e. Financial-Part)
 - b. (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS Digital Certificates.

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the Electronic Tender <http://www.cppp.gov.in>, Bidders need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact CPPP portal, to get your registration accepted/activated.

Important Note: To minimize teething problems during the use of CPPP (including the Registration process), it is recommended that the user should peruse the instructions given under 'CPPP

User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

CPPP Helpdesk

Telephone/ Mobile	For any technical related queries please call at 24 x 7 helpdesk numbers : 0120-4200 462 0120-4001 002 0120-4001 005 0120-6277 787
For Technical support	Technical - support-eproc(at)nic(dot)in
Policy related	cppp-doe(at)nic(dot)in

EPFO Contact

EPFO Contact Person	Regional Provident Fund Commissioner (Adm) Telephone/ Mobile 011-27376782 [between 9:30 hrs to 17:45 hrs on working days]
E-mail ID	ro.delhi.north@epfindia.gov.in

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online. Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
 - Technical-Part
 - Financial-Part (Annexure – A)
- Submission of digitally signed copy of Tender Documents

Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

**Regional Provident Fund Commissioner (Adm),
Regional Office, Delhi (North)
28, Community Centre,
Wazirpur Industrial Area, Delhi - 110052**

The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE'(due date & time).

- Original copy of the letter of authorization shall be indicated by written power-of-attorney.
- Confirmation to sign the Standard Agreement
- Confirmation that the work must be taken up as per standard specification and all GFR, CVC guidelines, CPWD directions and Govt. of India norms/procedure will be followed.
- Declaration to be furnished that their Organisation is not black listed by the Govt. authority.
- Details of similar works executed for EPFO or other Govt. departments for the last 05 years mentioning name of the location and value of work completed highlighting cost over run/time over run along with supported documents.
- Pass Phrase for both bid parts i.e. Technical & Financial.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexure during Online Bid-Submission.

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in CPPP in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password' a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (eg the higher price) for the purpose of short-listing, and the lower of the two pieces of information (eg the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the EPFO.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)

CPPP offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to EPFO office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on CPPP.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

CPPP has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

CPPP has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on CPPP. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the Bidder should visit the home-page of the portal <http://www.cppp.gov.in>, and go to the User-Guidance Center

The help information provided through 'CPPP User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following 'SEVEN KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders, users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance on portal (There could be last minute problems due to internet timeout, breakdown, et al)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s).
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

Minimum Requirements at Bidder's End

- Computer System having configuration with minimum Windows 7 or above, and
- Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)

ANNEXURE-B

To,

The Regional Provident Fund Commissioner
Regional Office :- Delhi (North)
EPFO, 28 Community Centre, Wazirpur Industrial Area
Delhi-110052

Sub :- Bid for Annual Maintenance of Office Building

Sir,

With reference to your Notice Inviting Expression of Interest, we hereby submit our offer on agency charges basis for Annual Maintenance of Office Building & Staff Quarters for Regional Office, Delhi (North).

DESCRIPTION	PERCENTAGE (%)
AGENCY CHARGES (excluding other overheads and GST charges etc.)	

Yours faithfully,

[Authorized Signatory]

Employee Provident fund Organization

Agreement for Annual maintenance of EPFO Building at 28, Community Centre, Wazirpur Industrial Area, Delhi – 110052

This Agreement made this ____ day of ____ between the Central Board of Trustee, Employee Provident Fund (EPF), Statutory body Labour, Govt of India represented by Regional Provident Fund Commissioner, Employee Provident Fund, organization (hereinafter called the “ owner” and term owner shall mean and include herein its administrators, executors and assigns) on one part.

And

_____(herein after called the Executing Agency), a company registered under companies Act, 1956 (and the terms the executing agency shall mean and include its heirs, administrators, executors and assigns) represented by Sh. _____ M/s _____ on the other part.

Whereas the owner is desired to get repair and maintenance of the immovable property owned by the owner i.e. Employee Provident Fund Organization in the Regions of ____ - on the terms and conditions set forth hereinafter and whereas the executing agency has agreed to undertake and complete the works accordingly this agreement sets out the term and conditions for execution of and complete the works accordingly this Agreement sets out the terms and conditions for execution of repair and Maintenance of properties as mentioned above and for making funds available for the same.

Now it is hereby agreed by and between the parties hereto under:

DEFINITIONS:

- a. **Approval** mean approval in writing by the designated officer of the owner.
- b. **Day to day repair:** Day to day repair is to be carried out in all the building under its maintenance . The work which are to be attended to on day to day basis such as removing chokage of drainage pipes , manholes , restrain of water supply, replacement of blown fuses , repair of faulty switches, watering of plants lawn, mowing hedge cutting, sweeping of leaf falls, etc are attended to day to day service facility. The purpose of this facility is to ensure satisfactory continuous functioning of various services in the building. The services are provided after receipt of complaint from the user at therepresentative services centers. Complaints of periodical nature like whitewashing, painting etc, which are usually got attended through contractors and cannot be attended to on daily basis is transferred to register of annual periodic repair.
- c. **Annual /Periodic Repairs.** The works of periodical nature like white washing, color washing distempering, painting etc. The periodicity is two years for white washing and color washing and three years for paining. In addition, works such as patch repair to plastering or repair to various item of work, replacement of glass panes, termite control works, replacement of damaged wires due to accident, replacement of switches, sockets titles/Gap filing of hedges/perennial beds, replacement/replanting of trees, shrubs, painting of tree guards, planting of annual beds and terminating/punning of plants etc, which are not emergent words and are considered tobe of routing type, can be collected and attended to for a group of houses at a time and particular period of financial year, depending upon the exigency
- d. **Contractor** means the contractor/contractors employed by the executive agency for the work or any connected work including the executing agency itself in case any work is done directly by the executing agency on material DEL and transpiration actual cost.
- e. **Maintenance of Fire Equipment** : The maintenance agency will ensure the maintenance/serviceability of all Fire Equipments. The agency shall also liaise with Fire department to facilitate carrying out Fire Drill at regular intervals and any discrepancy/lacunae to be attended to with a view to avert any untoward incident.

AGREEMENT

2.1 The owner agree to entrust the day to day repairs and annual repairs work of is various movable or immovable properties, as may be indicated fromtime to time and executing agencies agrees to execute the same. The M/s _____ shall be paid the actual cost and Agency charges ____ % (present) which includes its GST, overheads, architect fees, drawing/design fee if any and work charge establishment. The executing agency will set up a separate wing in their organization having both civil as well as electrical units under one single authority to exclusively look after the repairs and maintenance work of EPFO. The office in charges of this wing will be responsible for ensuring effective and proper repairs and maintenance of both civil as well as electrical work.

2.2 The estimate will be submitted in respect of both civil and electrical works to be executed under the two heads. The executing agency shall prepare the estimates for annual repairs and maintenance requirements for which property (or group of properties) separately with in the rates approved by CPWD and submit the same to RPFC latest by April every year, indicating the work to be done inconsolation with the custodian of the concerned properties. The owner shall release 50% of the estimated amount required annual repair and maintenance to executing agency by the start of the month of the year annual maintenance is signed. The amount spent by the executing agency out of this advance shall be paid on the basis of bills submitted in respect of the work done as actual expenditure received in form of expenditure statement duly audited and certified from occupants/custodian of the property certifying satisfactory completion of the work done by the agency. However, as soon as the total amount of the bills sanctioned equals the amount of advance referred above, the bills thereafter shall be adjusted against the money lying with executing agency as advance paid in the beginning of year till it is exhausted or till the end of the year, whichever is earlier.]

2.3 In case of major external services, separate estimate for external services shall be prepared and submitted giving full justification of the need for framing such estimates, Fund shall be released against such estimates only if the owner is satisfied with the justification given by executing agency.

2.4 The estimates for maintenance of electric installation like water pumping system, air conditioning, lift and DG Set etc. would be framed on the basis of assessment of actual requirement. The actual requirement shall be supported with the cost of the labour and items for which the fund is required.

2.5 The replacement of bulbs, fluorescent tubes etc. would be inside the scope of the work allotted to executing agency.

2.6 The expenditure incurred by the executing agency on account of the fee payable for mandatory inspection of installation by the civil agency and taxes levied by local will be outside the estimate for annual repair and maintenance and separate bill will be submitted for the same.

3. That term 'Actual Cost' shall include but be restricted to the following :

- a. Cost of all materials brought at EPFO site required for maintenance and other associated jobs related to maintenance of EPFO complex and the value of any the materials supplied by the EPFO for use on the work.
- b. Cost of Manpower engaged by M/s _____ of NMR (Normal Muster roll).
- c. Cost of all technical/contract amounts for the said work excluding the provisions covered in Agency charges of M/s _____

4. EPFO shall provide reasonable office accommodation for staff and stores rooms etc for materials to be used during maintenance. The accommodation shall not be used by M/s _____ for any other purposes. The accommodation will be as per rent rules of the owner.

5. EPFO will check the maintenance bills with reference to original vouchers. The original vouchers will be retained by EPFO after payment of the bills by EPFO.

6. All the available "As Build" drawing -operation/maintenance and servicing manuals of various equipment/services and other related information for the building shall be given to M/s....., immediately after the award of contract of maintenance work to plan the maintenance work and procure the materials and also to organize the labour.

7. The work shall be executed as per Indian Standard Specification Code(s) of Practice of Bureau of Indian Standards (formerly ISI)/General Specification in force in the CPWD, Delhi or any such other specifications as may be decided mutually by the M/s _____ and the EPFO.

8. The executing agency shall be the principal employer for the labour engaged by them whether directly or through contractor and shall be responsible for ensuring compliance with all the labour laws in force from time to time. The agreement is being entered into for a complete annual project and will cast no responsibilities of EPFO under the Contract Labour (R&A) 1970 or any other labour laws or rules issued by any authority from time to time. [Para 3(b)]

9. The executing agency either itself or through contractor shall disburse the salary through account payee cheque or NEFT to labour engaged by them.
10. The executing agency shall provide the uniform 02 sets each both for Summer and Winter and identity card to the labour engaged by them.
11. The agency shall be required to follow the payment of Wages Act, Payment of Bonus Act and the payment of Gratuity Act and other relevant rules and regulations.
12. The executing agency shall provide Weekly holidays, National Holidays and other benefits as per rule.
13. The executing agency will submit the copy of AADHAR Card, ID proof, Technical qualification certificate, Experience Certificate, Police verification of the staff deployed at this office.
14. The justification of staff employed on works shall be examined and assessed by the EPFO periodically, before taking up the execution of maintenance.
15. EPFO shall take on their charge all materials, tools, equipment's available in stores etc, within one months of termination/completion of the contract.
16. The executing agency shall be fully responsible to defend any suits or arbitration cases arising out of project of agreement with their own work between the executing agency and its contractors. The EPFO shall not be responsible or any expenses to be borne on this account.
17. This Agreement shall remain inforce for a period of two year. However three months before expiry of the period of Agreement M/s _____ may make a request to EPFO for renewal of the agreement for a further period as may be desirable and EPFO, if it finds the work done by M/s _____ is satisfactory, may renew the agreement on the terms and conditions for a further period, as may be mutually agreed to by both parties.
18. The contract, may however be terminated by either party by giving three months notice without assigning any reason. However, the special works if commenced will be completed and cancellation will not affect its progress. Executive agency will deposit the balance amount, lying unutilized to owner by the date of expiry of the notice period/agreement

period otherwise it will have to pay the interest @10% from the date of termination of contract.

19. That

- a. M/s _____ will be responsible for proper maintenance of the EPFO building named as EPFO , 28, Community Centre, Wazirpur Industrial Area, Delhi 110052
- b. M/s _____ shall maintain proper records/register regarding receipt of complaints, date of attending the same and reasons for delay etc. The weekly progress on action taken on complaints will be submitted by M/s ____ to official representative of EPFO. If the reasons submitted by M/s ____ are not satisfactory, EPFO may get repair done at risk and cost of M/s ____ after giving one week notice to M/s ____ without any representation.
- c. M/s _____ shall recommend for the preventive maintenance to be carried out in addition to routine maintenance works to ensure proper functioning of series and to prevent breakdown etc.
- d. The work of essential repairs and maintenance and operation of essential services shall under no circumstances be held up for temporary delay in release of funds.

20. FORCE MAJEURE CLAUSE

The M/s ... will not be responsible for delay/stoppage of work and damage/losses due to force majeure conditions like natural calamities, civil disturbance, strike, war etc and losses suffered, if any by the EPFO on this account M/s ____ shall not be liable in any way to bear such losses and no compensation of any kind will be payable by the M/s ____ to the EPFO.

21. Executing agency shall be required to complete the special works within the period as agreed at the time of award of work from the 15 days of issue of award letter. In case of delay, which may occur due to the reasons beyond the control of executing agency, executing agency would approach the owner with full details for extensions in time limit for completion of the works. In case of delay due to default on part of executing agency, the executing agency shall be liable to pay the owner compensation (not amounting to penalty) at the rate of not exceeding Rs. 15000 (Rupees Fifteen thousand only) per week of delay

subject to maximum of 5% of the total actual cost or such smaller amount as maybe fixed by the owner.

IN WITNESS WHEREOF OF THIS AGREEMENT HAS BEEN EXECUTED BETWEEN THE PARTIES HERETO BY THEIR AUTHORIZED OFFICER.

For and on behalf of EPFO

For and on behalf of M/s.....

Signature

Signature

Name

Name

Designation

Designation

ANNEXURE A

S.No.	Description	Basic (Rs.)	EPF	ESI	Bonus	Any other charge	Total	Contractor Profit	Gross Total
	General Shift								
1	Unskilled (i.e. Helper etc)								
2	Semi Skilled								
3	Skilled								
4	Supervisor								

