

Date: 19.05.2022

TENDER NOTICE: 007/NCCF/Delhi Branch/2022


National Cooperative Consumers' Federation of India Ltd (NCCF) Delhi Branch, invites Tenders from Empanelled Business Associates fulfill the criteria of Tender reference no. EPFO/PID/05/2022 for Annual Repair and Maintainance and special repair of Civil an Electrical works of Office Buildings at Head Office, 14, Bhikaji Cama Place, New Delhi, 6th Floor (EPFO Portion), 15-NBCC Tower, Bhikaji Cama Place, New Delhi, and Staff Quarters.

(Non Empanelled Bidders may participate in bidding process but they will have to get themselves empanelled with NCCF branch by applying within one week of submission of Bids, along with all necessary documents for empanelment). However, preference for work will be given to Empanelled Business Associates.

- **Name of work:** Annual Repair and Maintainance and special repair of Civil an Electrical works of Office Buildings at Head Office, 14, Bhikaji Cama Place, New Delhi, 6th Floor (EPFO Portion), 15-NBCC Tower, Bhikaji Cama Place, New Delhi, and Staff Quarters.
- **Tender Number:** EPFO/PID/05/2022
- **Date and time of submitting the Bids:** 23.05.2022 till 11.00 am.
- **Address of submission of bids:** Branch Manager, NCCF Delhi, 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016


Note:

- The bid submitted shall consist of all pages of Tender document of Client Department and NCCF Construction Guidelines October, 2020 signed on each page by Authorized Signatory with Seal of Firm, Along with documents in support of eligibility criteria as per NCCF Construction Guidelines, issued on October, 2020. All the documents shall be enclosed and sealed in an envelope labelled as "Bid" and the envelope shall have following words written on it. Bid for - (Name of Work) and must have Seal and Signature of Authorized Signatory along with date of submission on the main Envelope.
- All the bidders will be bound to accept the Tender Conditions of Client Department along with NCCF's Tender conditions/guidelines. Non-compliance of this shall result into treating the tender as invalid. An affidavit duly signed by authorized signatory of firm on Rs.100 valid stamp paper shall be submitted along with Tender Documents in support of this. The affidavit must consist of the following :


19/05/2022

"We accept all the Tender Conditions of EPFO (Name of the Client Department) and NCCF Construction Guidelines issued on October 2020 in regards to Tender reference no. EPFO/PID/05/2022 for Annual Repair and Maintenance and special repair of Civil and Electrical works of Office Buildings at Head Office, 14, Bhikaji Cama Place, New Delhi, 6th Floor (EPFO Portion), 15-NBCC Tower, Bhikaji Cama Place, New Delhi, and Staff Quarters"

- The Bid shall be accompanied by a covering letter in support of submission of bid duly signed by the authorized Signatory of the bidding firm (Power of Attorney to be enclosed, if any), addressed to Concerned Branch Manager of NCCF and containing Name of work, Tender No, Date, Name of signatory and firm. Non-compliance shall result into tender being treated as invalid.
- The bidder shall give a declaration that they have not been blacklisted by any Central or State Government Department/ PSU/ Autonomous body etc.
- The bidder shall also enclose a list of their ongoing Government works with Cost of work, Amount of work pending, and Date of award of work, Name and address of Engineer In charge/Department etc. duly signed and stamped for assessment of liability.


19/05/2022

(Y.P. Singh)

Branch Manager

(Signature with office stamp)

**NCCF
HO
DELHI**

Ref. No: NCCF/HO/BUS/2020-21/

Date: 29th Sep, 2020

To,
The All Branch Managers
NCCF

Sub: - **System Improvement Measures for Construction Works/Projects taken up by NCCF.**

- Ref: - 1. CVC letter no. IE/2017-18/ENE/359415 dated 06.10.2017 and letter no. 07-18-Z-08-ESW- 21/452611 dated 17.06.2020
2. NCCF business guidelines clause 6.28-guidelines for Housing/Building construction projects.

In ref to above following guidelines are being issued for System Improvement, Ensuring Quality, Proper Supervision and Transparency for Construction Works/ Projects. Immediate compliance shall be ensured by all NCCF Units.

- 1- All steel to be used on project sites for Reinforcement or any other activity shall only be from BIS Approved Primary Producers using Iron Ore as Raw Material such as SAIL, RIPL, TISCO, JINDAL, ESSAR, JSW makes only.
- 2- Cement shall only be used from reputed manufactures having BIS approval such as ACC, Ultra Tech, Shree Cement, Ambuja, Jaypee, CCI, JK Cement only.
- 3 Each project site must have Test lab for Concrete Strength testing .Concrete Cubes must be tested for strength regularly and kept at site with records in Testing Register to be maintained at site as per standard Testing procedures. Soil Testing must have been done for preparation of Structural Drawings etc.
- 4 Branch Manager shall ensure that sample Test of Cement, Concrete , Steel, Electric wires, Electric switches to be got down from NABL Accredited Test Labs and records shall be maintained.
- 5- All Electrical items to be provided on site shall be BIS approved . The items

shall be of Standard make such as Crompton Greaves (P) , Havells, Philips, Bajaj, Schneider , Siemens, Anchor (Switches only) , Legrand (Switches only). L & T, Wipro NW (Switches, bulb only), Orpat (Switches only) , Simon(Switches only) , GM Modular(Switches only), ABB, Finolex (For cables only), KEI (For cables only) , Polycab (For cables only), CCI (For cables only) , Gloster (For cables only), Universal (For cables only), Voltas (AC and Refrigerator only) , HPL, Blue Star (AC only), LG (For Acs , Refrigerator only), Career (Ac only), Exide (For Battery), Eveready (For Battery) , Amar Raja (For Battery), HBL Power (For Battery only). For Lifts/ Escalators- KONE, Schindlers, Otis, Thyssenkrupp and Hitachi only. The PVC pipe for underground wiring shall be of Medium grade BIS approved. Solar panels shall be from MNRE approved makes only.

6- Sieve Tests to be performed as per standard procedure by NCCF Supervisor/ Chartered Engineer/ PMC for every batch of aggregate/crushed stone/ sand received at site and record to be maintained in Daily Progress Book (DPB) and Test Record Register.

7- Receipt of every Batch/ Truckload of construction material such as cement, steel, aggregate, sand etc to be witnessed and certified by NCCF Supervisor/ Chartered Engineer/ PMC and record to be maintained in Daily Progress Book (DPB) and Material Register..

8- Pipes for water supply, Electrical Earthing etc shall be as per specification of vendor and shall be BIS approved only.

9- Business Associate shall provide an Information Board at site having minimum size of 3x2 ft firmly Fixed in the ground throughout the project construction stage. The Board must have following information-

NATIONAL COOPERATIVE CONSUMERS' FEDERATION OF INDIA LTD (NCCF)

1-Name of Project-

2-Sanctioned Cost-

3-Name of Owner Department-

4-Name of Contractor-

5-Date of Start of Project-

6- Date of Completion-

7- Name and Phone No of NCCF Project (Branch) Manager-

8-Name and Address of NCCF Branch-

10- NCCF Supervisor/ Chartered Engineer/ PMC shall daily update the DPB (Daily Progress Book) and must record the activity carried out on site, Number of Labour available and working, Details of any Material received at Site (Material shall be kept in the custody of Business Associate and shall not be allowed to be



Anil Bhattacharya
Advocate
223, Lawyer's Chambers
Delhi High Court
New Delhi - 110003
E-mail No. D/310/1907

taken away from the site for any reason without the permission of NCCF Supervisor). No material shall be used at site which is as not been Certified/Inspected by NCCF Supervisor/ Chartered Engineer/ PMC. The DPB shall be Signed Daily by the NCCF Supervisor/PMC/Chartered Engineer on Site in the Evening when the working hours are over. NCCF Engineer/ Branch Manager / Senior officers during site visit shall Counter Sign the Site Progress Register and Supervisors DPB and must record their observations of site/ any shortcomings/ any Corrective measures to be adopted etc.

PROFORMA FOR DAILY PROGRESS BOOK-

NCCF CONSTRUCTION SITE DAILY PROGRESS BOOK

DATE.....
PROJECT SITE....
NAME OF SUPERVISOR/JE/Engineer

- 1-Number of Labour Available on site and working...
- 2-No of Masons working...
- 3-Details of Activity Carried out during the Day

4-Details of Material Received at Site

Signatures of Supervisor/ JE/Engineer

11- The Business Associate eligible for any Construction project shall have an experience of satisfactory completion of similar Nature of single work (minimum 90% complete) which must be of value equal to 25% or more or 2 works each of 20% or more of total value (minimum 90% complete) of the Estimated cost of the project in last 5 years either of any Government/PSU/Government Organization, Municipal Corporation/Reputed Builders/Pvt. Ltd. Companies etc. The completion certificate shall be issued by the Executive Engineer rank officer of the Department concerned in case of Government Department. In case of experience from Private Organizations, sufficient proof of work order and payments received by the bidder for the said work (Form 26 AS etc) must also be provided besides completion certificate from the authorized signatory of the client.

Amu Bhattacharya
Advocate
223, Lawyer's Chambers
Delhi High Court
New Delhi - 110003
En. No. D/310/135

12- For all the works, offer shall be invited from the bidders as per the existing guidelines by issuing NIT on NCCF website. In case the bidder is an empanelled vendor then single bid may be considered and in case of non-empanelled bidders a minimum of 2 valid bids must have been received otherwise the tender shall be retendered for at least one more time.

13- In case of joint ventures, the major partner must have atleast 60% of the desired experience (eligibility criteria) and other partner must have atleast 20% of the required experience. Combined experience of all the JV partners shall not be less than 100% of the required experience. There must not be more than 3 JV partners for a particular work.

14- All the Offers/Tenders for all the works of NCCF (construction or other) shall be invited through NCCF website as approved in NCCF Business Guidelines. The minimum period of NIT shall be 2 weeks and in special conditions lesser period may be allowed depending on the time allowed by the client department for submission of tender etc. Reasons for lesser time shall be clearly recorded by the concerned Branch Managers in the tender cases.

15- The non-empanelled bidders bidding for any Work/Job of NCCF shall submit an EMD by way of DD, Online Payment equal to an amount of 2% of tender value upto Rs. 50Lakhs and 1% for the tender value above 50Lakhs with a minimum amount of Rs. 1Lakh or as per the requirement of client in case specified by client. The EMD of successful tenders shall be convertible to Performance Guarantee (P.G.). The successful bidder (Empanelled and non-empanelled both for construction works) shall deposit P.G. in the form of Bank Guarantee/FDR/DD equivalent to an amount of 2.5% of the accepted tender value in case of empanelled vendors and 5% in case of non-empanelled vendors. Besides P.G., an amount equal to 5% of every running and final bill shall be kept as Security Deposit (S.D.) money by NCCF, as a security for trouble free services and shall be paid to the vendor 50% after six months of completion of the work, and balance 50% after 12 months of completion without any interest. In case of withdrawal of offer by the lowest bidder after opening of the financial bid, the EMD shall be forfeited by NCCF. In case of Substandard Performance of the project, if the vendor does not sets it right in the notified period, NCCF shall have the right to get it rectified from other sources and the cost shall be adjusted against the S.D. money. The Demand Draft of EMD of successful bidder shall be got encashed by NCCF. No interest shall be paid at the time of Refund/Payback.

16- In case of non-performance, delay in execution or substandard quality of the project the penalty in the form of liquidated damages (L.D.) at the rate of 0.5% per week on the balance Work/Defective Work till rectification shall be levied by NCCF to a maximum amount of 10% of the agreement value.

Anju Bhattacharya
Advocate
223, Lawyer's Chamber
Delhi High Court
New Delhi - 110001
En. No. D/2107

17- Concerned Branch Manager shall be the Controlling/Executing officer of the project and shall be responsible for the successful completion of the entire project.

18- The Empanelment of all Business Associates (including Construction Projects etc.) shall be done as per existing clause no. 2.2.5 of Business Guidelines. The Empanelment fees shall be refundable and as under-

| Category of Branch | Amount (Rs.) |
|--------------------|--------------|
| A | 50,000.00 |
| B | 25,000.00 |
| C | 15,000.00 |

The Performance of all Empanelled Business Associates shall be reviewed after every 2 years and Business Associates who have not taken part in Business Activities such as participation in Tenders etc. shall be delisted. The margin for all construction works shall be 6%.

This issues with the approval of MD, NCCF.

Copy to:

MD, NCCF- For Kind information please

CVO-For Kind information please

DM (A&F) - For information and implementation please



(Shaukat Ali)
General Manager(C)

Vetted
18/10/2022

Anil Bnattacharya
Advocate
223, Lawyer's Chambers
Delhi High Court
New Delhi - 110003
Tel. No. D/310/1982



कर्मचारी भविष्य निधि संगठन
 EMPLOYEES' PROVIDENT FUND ORGANISATION
 श्रम एवं रोजगार मंत्रालय, भारत सरकार
 MINISTRY OF LABOUR AND EMPLOYMENT, GOVERNMENT OF INDIA
 मुख्य कार्यालय/Head Office
 भविष्य निधि भवन, 14 भिकाजी कामा प्लेस नई दिल्ली 110066-
 Bhavishya Nidhi Bhawan, 14, Bhikaji Cama Place, New Delhi -110066
www.epfindia.gov.in, www.epfindia.nic.in

NOTICE INVITING TENDER

Employees Provident Fund Organization is a statutory body under Ministry of Labour & Employment, Govt. of India. It is proposed to enter into an agreement with the Govt./Semi-Govt./Public Sector Undertaking Agencies for Annual Maintenance Contract (Civil & Electrical Work) for one year with immediate effect. The contract of work may be extended for further period of one year subject to satisfactory performance of the agency during the previous year with mutual agreement for the following works:-

- A. Annual repairs and maintenance of office buildings (Civil & Electrical Work) located at Bhavishya Nidhi Bhawan, 14 Bhikaji Cama Place & 6th floor, 15 N.B.C.C. Tower, Bhikaji Cama Place, New Delhi-110066 having total approximate Plinth Area 8000 sq.mt.
- B. Annual repairs and maintenance of Staff Quarters (Civil & Electrical) at Bhavishya Nidhi Enclave, Malviya Nagar, New Delhi. The total no. of Staff Quarters 178 of different categories having total approximate Plinth Area 10200 sq.mt.
- C. Annual repairs and maintenance of Staff Quarters (Civil & Electrical) at East Kidwai Nagar, New Delhi. The total no. of officer quarters 41 Nos. of different categories having total approximate Plinth Area 98754 sq.ft.
- D. Special repair works of Office Building & Staff Quarters during the maintenance period, if required.
- E. In case of any major repair/service required, the separate estimates for such works shall be prepared and submitted as and when needed, by giving full justifications for the requirement of such estimates. The funds shall be released against such estimates with the approval of Competent Authority.
- F. Comprehensive servicing and maintenance of Fire DG, Main LT Panel, Fire Pumps, DG Panels etc.
- G. Comprehensive servicing and maintenance of Transformers, HT Panels, LT Panels, Pumps etc.

1. Interested Govt./Semi-Govt./Public Sector Undertaking agencies are required to submit their offers on agency charges basis as per Performa attached in Annexure-B in CPPP Portal <http://eprocure.gov.in>
2. Confirmation to sign the standard agreement of EPFO as approved by Executive Committee. (The copy of the last year agreement is attached in Annexure -A).
3. Confirmation regarding following GFR, CVC guidelines and carrying out the work as per CPWD norms and specifications.
4. Declaration to be furnished that the agency/ organization is not ever black listed by any Government Authority.
5. The desirous agencies can contact to Physical Infrastructure Division (PID), First Floor, EPFO, Head Office, 14-HUDCO VISHALA Building, Bhikaji Cama Place, New Delhi-110066 and inspect the office buildings area & staff quarters area on any working day. The details of the contact person is as below:-

RPFC-II (PID)

Contact No.011-26714559

Email ID:- chiefengineer@epfindia.gov.in

The offer quoting the agency charges as per Performa attached in Annexure-B complete in all respect in CPPP Portal <http://eprocure.gov.in> on or before upto 2.30 PM. The successful bidder will be informed accordingly. The Competent Authority reserves the right to accept or reject any or all offers without assigning any reason.

6. The tentative estimated cost of all the works is Rs. 169.00 Lakhs.
7. Conditional tender shall summarily be rejected.

RPFC-II (PID)
EPFO, Head Office



कर्मचारी भविष्य निधि संगठन
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)
मुख्य कार्यालय

भविष्य निधि भवन, - 14 भीकाजी कामा प्लेस, नई दिल्ली-110066

निविदा सम्बन्धी नोटिस

कर्मचारी भविष्य निधि संगठन श्रम एवं रोजगार मंत्रालय, भारत सरकार के अधीन एक सांविधिक निकाय है। तत्काल प्रभाव से एक वर्ष के लिए सरकारी/अर्धसरकारी/ सार्वजनिक क्षेत्र के उपक्रम की एजेसियों के साथ वार्षिक रखरखाव संविदा (सिविल एवं इलैक्ट्रिकल कार्य) हेतु करार किया जाना प्रस्तावित है। पूर्व वर्ष में संतोषजनक निष्पादन की शर्त पर कार्य संविदा को आपसी करार से निम्नलिखित कार्य हेतु एक वर्ष और आगे बढ़ाया जा सकता है:-

- क. भविष्य निधि भवन, 14 भीकाजी कामा प्लेस एवं छठा तल, 15 एन.बी.सी.सी. टॉवर, भीकाजी कामा प्लेस, नई दिल्ली -66, में स्थित कुल लगभग 8000 वर्ग मीटर प्लिंथ क्षेत्र की वार्षिक मरम्मत एवं कार्यालय भवन का रखरखाव (सिविल एवं इलैक्ट्रिकल कार्य)
- ख. भविष्य निधि एंक्लेव, मालवीय नगर, नई दिल्ली में स्थित स्टॉफ क्वार्टरों की वार्षिक मरम्मत । विभिन्न श्रेणी के स्टॉफ क्वार्टरों की कुल संख्या 178 है जिनका कुल प्लिंथ क्षेत्र लगभग- 10200 वर्ग मीटर है।
- ग. पूर्वी किदवई नगर, नई दिल्ली में स्थित स्टॉफ क्वार्टरों की वार्षिक मरम्मत (सिविल और इलेक्ट्रिकल) । विभिन्न श्रेणी के स्टॉफ क्वार्टरों की कुल संख्या 41 है जिनका कुल प्लिंथ क्षेत्र लगभग- 98754 sq.ft. है।
- घ. रखरखाव अवधि के दौरान, जरूरत पड़ने पर, कार्यालय भवन एवं स्टॉफ क्वार्टरों का विशेष मरम्मत का कार्य।
- ङ. कोई बड़ी मरम्मत/सेवा की आवश्यकता पड़ने पर ऐसे कार्य के लिए पृथक आकलन बनाए एवं प्रस्तुत किए जाएंगे तथा ऐसे आकलनों की आवश्यकता हेतु न्यायोचित कारण दिए जाएंगे। ऐसे आकलनों के लिए निधि सक्षम प्राधिकारी के अनुमोदन से जारी की जाएगी।
- च. फायर डीजी, मेन एल.टी.पैनल, पम्पस, डीजी पैनल्स आदि की व्यापक सर्विसिंग और रखरखाव।
- छ. ट्रांसफॉर्मर, एच.टी. पैनलों, एल.टी. पैनलों, पम्पस आदि की व्यापक सर्विसिंग और रखरखाव।

367507/2022/PIB¹ सरकारी/अर्द्ध सरकारी/सार्वजनिक क्षेत्र उपक्रम एजेंसियों को एजेंसी प्रभार परिशिष्ट-बी के प्रोफोर्मा के आधार पर अपना ऑफर सी.पी.पी.पी. पोर्टल <http://eprocure.gov.in> में प्रस्तुत करना होगा।

2. कार्यकारी समिति द्वारा अनुमोदित क.भ.नि.सं. के मानक अनुबंध पर हस्ताक्षर करने की पुष्टि करना [पिछले वर्ष के अनुबंध की प्रति (परिशिष्ट-ए) पर संलग्न है।]
3. सामान्य वित्तीय नियमों, केंद्रीय सतर्कता आयोग के दिशानिर्देशों का अनुसरण करने तथा केंद्रीय लोक निर्माण विभाग के नियमों एवं विशिष्टताओं के अनुसार कार्य करने की पुष्टि।
4. किसी भी सरकारी प्राधिकारी द्वारा एजेंसी/संगठन को कभी भी काली सूची में नहीं डाले जाने संबंधी घोषणा।
5. इच्छुक एजेंसियां भौतिक इन्फ्रास्ट्रक्चर डिवीजन, प्रथम तल, ई.पी.एफ.ओ., मुख्य कार्यालय, 14-हुडको विशाला बिल्डिंग, भीकाजी कामा प्लेस, नई दिल्ली -110066 से संपर्क कर सकती हैं और कार्यालय भवन क्षेत्र एवं स्टॉफ क्वार्टरों का किसी भी कार्य दिवस में निरीक्षण कर सकती हैं। संपर्क व्यक्ति का विवरण निम्नानुसार है: -

क्ष.भ.नि.आ.-II (पी. आई.डी.)

संपर्क करें 011-26714559

ईमेल आईडी:- Chiefengineer@epfindia.gov.in

ऑफर एजेंसी शुल्क आधार पर सी.पी.पी.पी. पोर्टल <http://eprocure.gov.in> में परिशिष्ट-बी के अनुसार दिनांक 2.30 बजे तक या उससे पहले आवेदन कर सकते हैं। सफल निविदाकर्ता को सूचित किया जायगा। सक्षम प्राधिकारी को सभी अथवा किसी ऑफर को बिना कोई कारण बताए निरस्त करने का अधिकार है।

6. कार्य का संभावित अनुमानित मूल्य 169.00 लाख रु. है।
7. सशर्त निविदा को निरस्त कर दिया जाएगा।

क्ष.भ.नि.आ.-II (पी.आई.डी.)

क.भ.नि.सं., मुख्यालय

Annexure - A



Employees Provident Fund Organization
Annual Maintenance

AGREEMENT

Agreement for Annual Maintenance of E.P.F.O. Building at _____

This agreement made this _____ day of _____ in the Christian year Two Thousand _____ between the Central Board of Trustee, Employees Provident Fund (EPF), Statutory Body constituted by Central Government under Section 5A of EPF and MP Act 1952 under the Ministry of Labour, Government of India represented by Regional Provident Fund Commissioner, Employees Provident Fund Organization, Head Office (hereinafter called the 'Owner' and the terms 'Owner' shall mean and include herein its administrators, executors and assigns) on one part

AND

_____ (Hereinafter 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 Shri _____ M/s. _____ on the other part.

Whereas the Owner is desired to get repairs and maintenance of the immovable property owned by owner i.e. **Employees Provident Fund Organization in the Regions of _____** on the terms and condition sets forth hereinafter and whereas the Executing Agency has agreed to undertake and complete the works accordingly this agreement sets out the terms and conditions for execution of Repairs 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:-

367507/2022/PIB 1. Definitions:-

- a. **'Approval'** means approval in wiring by the designated Officer of the Owner.
- b. **Day to Day repairs:** Day to day repairs is to be carried out in all the buildings under its maintenance. The works which are to be attended on day to day basis such as removing chokage of drainage pipes, man-holes, restoration of water supply, replacement of blown fuses, repairs to faulty switches, watering of plants, lawn mowing, hedge cutting, sweeping of leaf falls etc. are attended to under day to day service facilities. The purpose of this facility is to ensure satisfactory continuous functioning of various services in the buildings. These services are provided after receipt of complaint from the users at the respective Service Centers. Complaints of periodical nature like white washing, painting etc., which are usually got attended through contractors and cannot be attended to on daily basis is transferred to register of Annual / Periodical repairs.
- c. **Annual / Periodic Repairs:** The works of periodical nature like white washing, colour washing, distempering, painting etc. The periodicity is two years for white washing and colour washing and three years for painting. In addition, works such as patch repair to plaster, minor repairs to various items of work, replacement of glass panes, termite control works replacement of wires damaged due to accident, replacement of switches, sockets tiles / gap filling of hedges/perennial beds, Replacement/Repainting of trees, shrubs, painting of tree guards, painting of annual beds and trimming/pruning of plants etc. which are not emergent works and are considered to be of routine 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 transportation actual cost.

2. Agreement:-

- 2.1 The owner agrees to entrust the day to day repairs and annual repairs work of its various movable or immovable properties, as may be indicated from time to time and Executing Agencies agrees to execute the same. The M/s. _____ shall be paid the actual cost and Agency Charges _____ % (_____) percent which includes its 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 Officer-In-Charge of this wing will be responsible for ensuring effective and proper Repairs and Maintenance of both Civil as well as Electrical works.

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The estimate will be submitted in respect of both Civil as well as Electrical works indicating the items required to be executed under the two heads. The Executing Agency shall prepare the estimates for annual repairs and maintenance requirements for each property (or group of properties) separately with in the rates approved by CPWD and submit the same to Chief Engineer/ Regional Provident Fund Commissioner latest by April every year, indicating the work to be done in consultation with the custodian of the concerned properties. The owner shall release 50% of the estimated amount required for annual repairs and maintenance to Executing Agency by the start of the month for 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 occupant/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 estimates for external service shall be prepared and submitted giving full justification for the need for framing such estimates. Funds shall be released against such estimates only if the owner is satisfied with justification given by Executing Agency.
 - 2.4 The estimates for maintenance of electric installation like water pumping system, air conditioning, lift 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 outside 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 body will be outside the estimate for annual repair and maintenance and separate bill will be submitted for the same.
3. **The 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 other materials supplied by the EPFO for use on the works.
 - b) Cost of manpower engaged by M/s. _____ on NMR (National Muster Roll).
 - c) Cost of all technical contract amounts for the said work excluding the provisions covered in Agency Charges of M/s. _____.

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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 purpose. 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" drawings operation/ maintenance & servicing manuals of various equipment/ services and other related information for the building shall be given to EPFO, immediately after the award of contract of maintenance work to plan the maintenance works and procure the materials and also to organize the labour.
7. The work shall be executed as per Indian Standard Specifications, Code (s) of Practice of Bureau of Indian Standards (formerly ISI)/General Specifications 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 completed annual project and will cast no responsibility on EPFO under the contract labour (R & A) 1970 or any other labour laws, byelaws or rules issued by any authority from time to time [Para 3(b)].
9. The justification of staff employed on works shall be examined and assessed by the EPFO periodically, before taking up the execution of maintenance.
10. EPFO shall take on their charge all materials, tools, equipment's, available in stores etc. within one month of termination/ completion of the contract.
11. The Executing Agency shall be fully responsible to defend any suits or arbitration cases arising out a project in connection with their own work between the Executing Agency and its contractors (s). The EPFO shall not be responsible for any expenses to be born on this account.
12. This agreement shall remain in force for a period of one 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.

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13. The contract, may, however be terminated by either party by giving three months' notice without assigning any reasons. 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 date of termination of contract.

14. a) M/s. _____ will be responsible for proper maintenance of the EPFO Complex named as _____ at _____.

b) M/s. _____ shall maintain proper records/ registers 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 representatives of EPFO. If any reasons submitted by M/s. _____ are not satisfactory. EPFO may get repairs done at the risk and cost of M/s. _____ after giving one week notice to M/s. _____. Decision of EPFO will be final and will be acceptable 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 services and to prevent breakdowns 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.

15. **Force Majeure Clause:**

M/s. _____ will not be responsible for the delay/stoppage of work and damages/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 whatsoever will be payable by the M/s. _____ to the EPFO.

16. 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 day 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 extension 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. 1000/- (Rupees One Thousand Only) per week of delay subject to maximum of 5% (five percent) of the total actual cost or such smaller amount as may be fixed by the owner.

IN WITNESS WHERE OF THIS AGREEMENT HAS BEEN EXECUTED
BETWEEN THE PARTIES HERETO BY THEIR AUTHORISED OFFICERS.

Signed & Delivered
For and on behalf of
Employees' Provident Fund
Organization, New Delhi

Signed & Delivered
For and on behalf of
M/s.

Name of work:- Annual Repair & Maintenance and special repair of Civil & Electrical works of Office Buildings at Head Office, 14, Bhikaji Cama Place, New Delhi, 6th Floor (EPFO Portion), 15-NBCC Tower, Bhikaji Cama Place, New Delhi and Staff Quarters at Bhavishya Nidhi Enclave, Malviya Nagar, New Delhi.

1. Agency Charges quoted by agency (in %) :-

2. Contractor Profit quoted by agency (in %) :-

Total charges (in %) [1+2] :-

(The above charges are exclusive of all/any taxes/levy/cess etc.) All the statutory taxes/levy/cess would be paid separately by EPFO from time to time.

(Signature, Date and Stamp of Agency)

कार्य का नाम:- मुख्य कार्यालय, 14, भीकाजी कामा प्लेस, नई दिल्ली, छठी मंजिल (ई.पी.एफ.ओ भाग), 15-एनबीसीसी टॉवर, भीकाजी कामा प्लेस, नई दिल्ली और स्टाफ क्वार्टर, भविष्य निधि एन्क्लेव, मालवीय नगर, नई दिल्ली में सिविल और इलेक्ट्रिकल कार्य के वार्षिक मरम्मत और रखरखाव एवं विशेष मरम्मत का कार्य।

क. एजेंसी द्वारा उद्धृत एजेंसी प्रभार (प्रतिशत में) :-

ख. एजेंसी द्वारा उद्धृत ठेकेदार लाभ (प्रतिशत में) :-

कुल शुल्क (प्रतिशत में) (क.+ख.) :-

(उपरोक्त शुल्क सभी / किसी भी कर / लेवी / उपकर आदि के अनन्वय हैं) सभी सांविधिक करों /लेवी / उपकरणों का समय-समय पर ईपीएफओ द्वारा अलग से भुगतान किया जाएगा।

(हस्ताक्षर, तारीख और एजेंसी की मोहर)