

TENDER NOTICE: 002/NCCF/Delhi Branch/2021


National Cooperative Consumers' Federation of India Ltd (NCCF) Delhi Branch, invites Tenders from Empanelled Business Associates fulfill the criteria of NIT No. 113-A/W/17/ARM/2021/ESTATE for Annual Repairs Maintenance & Operations (ARMO) work of Civil & Electrical at IGESIC Hospital Jhilmil and attached Staff quarters at IGESIC hospital Jhilmil, Delhi on lumpsum service charges on Deposit work basis.) in 2 Bids.

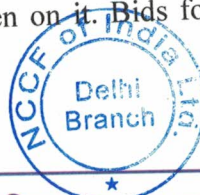
(Non Empanelled Bidders may participate in bidding process but they will have to get themselves empanelled with NCCF branch by applying within one week of submission of Bids, along with all necessary documents for empanelment). However, preference for work will be given to Empanelled Business Associates.

1. **Name of work:** Annual Repairs Maintenance & Operations (ARMO) work of Civil & Electrical at IGESIC Hospital Jhilmil and attached Staff quarters at IGESIC hospital Jhilmil, Delhi on Deposit work basis.
2. **Tender Number:** 113-A/W/17/ARM/2021/ESTATE
3. **Estimated value of work:** Rs.316 lakh (approx.)
4. **EMD:** Rs.3.16 lakh (To be deposited online or by DD in favour of MD NCCF, payable at Delhi.
5. **Date and Time of Start of Submitting Tender Bids:** 20/12/2021
6. **Date and time when submission of bids is over:** 22/12/2021 at 3.00 PM
7. **Date and time of Opening of Technical Bids:** 22/12/2021 at 3.15 PM
8. **Date of Pre-bid meeting:**
9. **Address of submission of bids:** Branch Manager, NCCF Delhi, 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016

Note:

1. The bids 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 "Technical Bid". Financial bid shall be submitted in a Separate sealed Envelope and must have "Financial Bid" written on the envelope. Both the sealed envelopes of bids shall be enclosed in a big sealed envelope which must have following words written on it. Bids for - (Name of Work) and must


20/12/2021



एनसीयूआई काम्प्लैक्स, 3 सिरी इन्स्टीट्यूशनल ऐरिया, अगस्त क्रांति मार्ग, नई दिल्ली-110016:

NCUI Complex, 3 Siri Institutional Area, August Kranti Marg, New Delhi-110016:


दूरभाष/Phone: 011-41008679, 41009079/वेबसाइट/Website: "nccf-india.com" E-mail: delhibranch@nccf-india.com, nccfdli@rediffmail.com

have Seal and Signature of Authorized Signatory along with date of submission on the main Envelope.

2. All the bidders will be bound to accept the Tender Conditions of Client Department along with NCCF's Tender conditions/guidelines. Noncompliance 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 :

"We accept all the Tender Conditions of ESIC (Name of the Client Department) and NCCF Construction Guidelines issued on October 2020 in regards to Tender No. NIT no: 113-A/W/17/ARM/2021/ESTATE for Annual Repairs Maintenance & Operations (ARMO) work of Civil & Electrical at IGESIC Hospital Jhilmil and attached Staff quarters at IGESIC hospital Jhilmil, Delhi on lump sum service charges on Deposit work basis."

3. 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.
4. The bidder shall give a declaration that they have not been blacklisted by any Central or State Government Department/ PSU/ Autonomous body etc.
5. 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.


20/12/2021

(Y.P. Singh)

Branch Manager

(Signature with office stamp)



सेन्ट्रल बैंक
ऑफ इंडिया



Central Bank
of India

Nehru Place Branch
59 Shakuntala Building, Nehru Place
New Delhi- 110 019

E-mail: agmdela1410@centralbank.co.in

Tel: 011- 26449332/ 26440213 Fax: 26469228

Branch Code- 1410 / NEHPAR

BO/NEHPAR/2020-21/

Date:21/08/2020

To Whomsoever It May Concern

It is certified that the Current Account-1132307139 of MD NCCF is maintained with our Nehru Place Branch. The details of Current Account are given below:

1. Name of the Firm : MD NCCF
3, Siri Institutional Area,
August KrantiMarg
New Delhi-110016
2. Name of bank & Address : Central Bank of India,
59, Shakuntala Building
Nehru Place,
New Delhi
3. Bank Account No : 1132307139
4. Bank IFSC Code (11 digit code) : CBIN0281410
5. MICR Code : 110016051



Central Office: "Chandermukhi", Narmiman Point, Mumbai - 400 021

**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.

[Handwritten signature]
16/10

Amu Bnattacharya
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 राज्य बीमा निगम
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)
EMPLOYEES' STATE INSURANCE CORPORATION
(Ministry of Labour & Employment, Govt. of India)



इंदिरा गांधी क.रा.बी. अस्पताल झिलमिल दिल्ली-११००९५
INDIRA GANDHI E.S.I. HOSPITAL, JHILMIL, DELHI-110095
Phone: 011-22144804, Email: ms-jhilmildelhi@esic.nic.in
Website: www.esic.nic.in

EMPLOYEES' STATE INSURANCE CORPORATION
IGESIC Hospital Jhilmil,
Delhi-110095

Notice Inviting Expression of Interest

NIT No. 113-A/W/17/ARM/2021/ESTATE

Name of Work: Annual Repairs Maintenance & Operations (ARMO) work of Civil & Electrical at IGESIC Hospital Jhilmil and attached Staff quarters at IGESIC hospital Jhilmil, Delhi on lump sum service charges on Deposit work basis.

- The Employees' State Insurance Corporation (ESIC) is an autonomous body under the aegis of the Ministry of Labour and Employment, Government of India.
- ESIC is inviting online expression of interest bids from Public Sector Undertakings set-up by Central / State Government to carry out civil or electrical work or from any other Central /State Government Organization / PSU which may be notified by MoUD for such purpose through NIT system who may be hereafter called as bidder.

Medical Superintendent,

Indira Gandhi Employee's State Insurance Corporation Hospital Jhilmil, Delhi-110095

Email- ms-jhilmildelhi@esic.nic.in,

Tel- 011-22151329



कर्मचारी राज्य बीमा निगम
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)
EMPLOYEES' STATE INSURANCE CORPORATION
(Ministry of Labour & Employment, Govt. of India)



इंदिरा गांधी क.रा.बी. अस्पताल झिलमिल दिल्ली-११००९५
INDIRA GANDHI E.S.I. HOSPITAL, JHILMIL, DELHI-110095
Phone: 011-22144804, Email: ms-jhilmidelhi@esic.nic.in
Website: www.esic.nic.in

**EMPLOYEES' STATE INSURANCE CORPORATION HOSPITAL
JHILMIL, VIVEK VIHAR, SAHADARA, NEW DELHI-110095**

NOTICE INVITING TENDER

The Medical Superintendent, IGESI Hospital, Jhilmil, Delhi-110095 invites open online bids on behalf of the Director General, ESI Corporation on Centage charge basis (in two Bid System) through online mode from Public Sector Undertaking set-up by Central / State Government to carry out civil or electrical work OR from any other Central /State Government Organization / PSU which may be notified by MoUD for such purpose as detailed below on deposit basis as per GFR 133(3):

S.No.	Particulars	Details
1.	Name of work	Annual Repairs Maintenance & Operations (ARMO) work of Civil & Electrical at IGESI Hospital Jhilmil and attached Staff quarters at IGESI hospital Jhilmil on lump sum service charges on deposit work basis.
2	Period of Contract	12 Months
	Availability of NIT	https://eprocure.gov.in/eprocure/app and www.esic.nic.in
4	Estimated Cost as per CPWD Plinth Area Rate mentioned in CPWD Maintenance Manual 2019, available on CPWD Website.	Rs. 316 Lakhs (Approx.) as per CPWD Plinth Area Rate for Maintenance Work.

Critical Date Sheet

Publish Date	16-Dec-2021 05:30 PM	Bid Opening Date	24-Dec-2021 02:30 PM
Document Download / Sale Start Date	16-Dec-2021 05:30 PM	Document Download / Sale End Date	23-Dec-2021 02:30 PM
Pre Bid Meeting Date	18-Dec-2021 10:30 AM	Location of Pre BID Meeting	IG ESIC Hospital Jhilmil Delhi
Clarification Start Date	16-Dec-2021 05:30 PM	Clarification End Date	23-Dec-2021 02:30 PM
Bid Submission Start Date	16-Dec-2021 05:30 PM	Bid Submission End Date	23-Dec-2021 02:30 PM

Any change in the document shall be uploaded in the below mentioned website only, hence the bidders may visit the website regularly (<https://eprocure.gov.in/eprocure/app> & www.esic.nic.in) to make themselves aware about the information related to the bidding.

**Medical Superintendent, IGESIC Hospital JHILMIL,
DELHI-1100095**

Instructions for Online Bid Submission

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

1. 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.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. 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.
4. 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.
5. 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.
6. 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

1. 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.
2. 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 / e-mail in case there is any corrigendum issued to the tender document.
3. 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.

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. 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.
4. 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 128bit 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.
5. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
6. Upon the successful and timely submission of bids (i.e. 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.

7. 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 or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

NOTICE INVITING TENDER

Employees' State Insurance Corporation (ESIC) is an autonomous body under the aegis of the Ministry of Labor and Employment, Government of India. It is proposed to enter into an agreement with the Public Sector Undertaking set-up by Central / State Government to carry out civil or electrical work OR with any other Central /State Government Organization / PSU which may be notified by MoUD 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: -

Annual Repairs and Maintenance & Operations (ARMO) work of Civil & Electrical along with provision of Special Repair Work (as and when required) at IGESI Hospital Jhilmil Delhi 110095 and attached Staff quarters at IGESI Hospital Jhilmil Delhi 110095 on lump sum service charges on deposit work basis.

Details of IGESI Hospital Jhilmil Delhi 110095 and attached Staff Quarters are as below (For Illustrative Purpose Only): -

S.No.	Name of building	Area in Sqm. (Approx.)
1	Hospital	16609
2	Staff Quarter	4649

1. Medical superintendent IGESI Jhilmil/ Hospital Engineer reserve the right to add/delete any building from the above-mentioned list at any time.
2. Medical superintendent IGESI Jhilmil/Hospital Engineer may assign any type of work in any Building as per requirement.
3. The ESIC will assign the following types of repairs & maintenance works to AGENCY for carrying out comprehensive Repairs & Maintenance of its existing infrastructure comprising of Hospital Building & Staff Quarters and services including equipment and plants rendering specialized services.
4. MEPs of assorted make and sizes like Air-Conditioners (Window/Split Approx. No. 86), Fire Extinguisher (Approx. No. 110), Water Pumps (Approx. No. 13 approx.).
5. The contractor will carry out all preventive maintenance / Checks as per CPWD Specification and works procedure.
6. 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**” <https://eprocure.gov.in/eprocure/app>
7. Confirmation to sign the Memorandum of Understanding (MOU) attached with this document.
8. Confirmation regarding following GFR, CVC guidelines and carrying out the work as per CPWD norms and specifications.
9. The site for the work is readily available as the ARMO work is to be carried out in the running Hospital/ Staff Quarters buildings and their premises. The desirous agencies can inspect the Office and Staff quarters Area on any working day with prior intimation/ appointment.

10. The details of contact person are as below:

Mr. A.K. Jha, Assistant Director

Mobile No. 8700088079 Email ID: ak.jha@esic.nic.in

Mr. Pramod Kumar Singh, Jr. Engineer (Civil)

Mobile No. 9910475187 Email ID: p.k.singh.bhadauria@gmail.com

Mr. Amit Bharti, Junior Engineer (Electrical)

Mobile No. 9570279498 Email ID amit.bharti@esic.nic.in

11. Conditional Expression of Interest shall summarily be rejected.

Medical Superintendent,

IGESI Hospital, Jhilmil Delhi-110095

Email- ms-jhilmildelhi@esic.nic.in, Tel- 011-22151329

Maintenance of Civil Work (tentative scope of work)

1. Day to day Repair & maintenance of building for smooth functioning of Hospitals and attached Staff Quarters Colony.
2. Painting of External/internal walls, Repairs to external/internal plaster, repair to floor/dado tiles.
3. Repairs of roof leakages and leakage/ seepage control in toilets and water supply/Sanitary installation fixtures as required.
4. Barbed wire fencing wherever required for compound wall.
5. Flush and PVC Doors as required for staff quarters.
6. Grilling work and mosquito mesh as required in staff quarters.
7. Maintenance of rain water pipes as required.
8. Plumbing, Sanitary work, Carpentry work, etc.
9. Replacement of glass panes, door & window fixtures.
10. Carpentry work for wooden doors, window, Aluminum & Steel Repair Work.
11. Periodic cleaning of internal & external drains, water tanks, Removal of blockages from water supply & sanitary lines and internal & external drains.
12. Any other work assigned by Medical Superintendent or ESIC Engineer or user.

Electrical Works (Tentative Scope of work)

1. Comprehensive annual Repair, Maintenance & Operation (ARMO) of Complete external & Internal Electrical installation, Substation HT/LT Panels, DG Sets, HVAC, RM & O of water Supply pumps sets, Dewatering Pumps Set, fire Alarm & Detection System, Fire fighting's Systems, CCTV's Lifts Operation, Transformer, LT/HT Electrical Panels, STP & ETP. RO Plants, Refrigerator (general use), UV water purifier and water cooler etc. and other Services installed associated with Hospital Building services and residential Staff Quarters buildings round the clock.
2. Preventive and any breakdown Maintenance & Operation of Substation, D. G. Sets, Transformers and associate's HT/LT Switchgears or any other system etc. as per standard practices, rules and regulation of IE as amended.
3. Agency shall also have to support in case of emergencies arising due to any HT/LT Cable fault/leakage of oil type OCB, etc.
4. Day to day routine and preventive maintenance work.
5. The successful Agency shall undertake the AR and MO for the period of one year and it will be sole responsibility of the agency to keep the system in safe working condition at the time as per relevant standards, Rules and Regulations in force and safety guidelines.
6. The agency shall provide the maintenance service directly by employing and appointing trained, appropriately skilled personnel. They shall be qualified and to keep the entire system and or/its equipment's in proper working condition. They will take all reasonable care to maintain the system in efficient, reliable, neat, tidy and safe conditions so as meet all the norms as per relevant standards, Rules and Regulation in force.
7. The Agency shall have to provide the services by his personnel carry out AR&MO 24X7 basis i.e. round the clock including Sundays, Holidays and Night hours to maintain the system/services installed and attend any breakdown, complaints for maintenance and servicing of specified system.

The personnel shall take around of complete hospital premises and check the system for its working, any repairs/breakdown/rectification shall be attended by the staff immediately. The complaints shall be attended free of cost whenever call by Hospital Authority.

8. The Agency will furnish the information about the name & Contact Nos etc. of maintenance staffs well in advance to user department. The deployed staffs shall have mobile phone and active number. If not, then agency shall to provide the same to them. The agency will issue the Identity Card to the staffs working under him. Any changes in the above shall be informed to ESIC in advance.
9. The Agencies staff will co-operate and co-ordinate with hospital authorities and staffs to give their best services for the medical services in Hospital. Whenever, found necessary, agency will replace existing staff or appoint new/additional staff if required.
10. The Agency shall arrange to repair the system/installation expeditiously without causing any inconvenience to the functioning of the hospital, failing which the repairs shall be got done at risk and cost of the contractors. However, in case of any major breakdown, the Agency shall be completed within the shortest period.
11. The Agency shall have to carry out the system/installation expeditiously without causing any inconvenience to the contractors. However, in case of any major breakdown, the agency shall consult the Hospital Authority/ Engineer concerned to carry out the repairs, which shall be completed within shorted period.
12. The Agency shall have to carry out the work of repairs, maintenance and replacement of parts in good workmanship manner as per standard practice & Rules & Regulations enforce.
13. Whenever, wherever found necessary, the Agency shall replace the spares and other parts of equipment integrated to the Fire Safety system and statutory requirement. All the spare parts required should be of same make and specification as per standard.
14. The agency shall submit the schedule of preventative maintenance at the start of works for approval of hospital authority and thereby follow schedule by maintain record of all the repair serving and maintenance works carried out and shall submit the necessary log-cards duly signed and stamped by hospital authority person of user department.

Mechanical Works: -

1. Clearing, greasing , oiling of moving parts of pump, compressors.
2. Clearing, oiling, and greasing of pump-motor assembly alignment, shaft, bearing, etc.
3. Cleaning & Prevention Maintenance of air receivers, drain system, in system/plant room.
4. Checking flanged joints of pipeline, valves and tightening nut bolts.
5. Calibration of the dew point sensor element.
6. Replacement of desiccant filter, bacterial filters etc.

7. Regular Cleaning of Pipeline.
8. Regular cleaning of plants room and especially flooring.

Electrical Works: -

1. Checking and tightening of cable/wire and termination/connections
 2. Checking of motor viz. winding, rotor, brushes etc.
 3. Checking of circuit breakers, trippers and capacitors.
 4. Checking earth continuity of each equipment, panel etc.
 5. Checking Insulation of pumps, motors compressors, cables, wiring.
 6. Replacement fused indicating light.
 7. Replacement of dilapidated/malfunction parts in system & Panels
 8. Proper external & internal Cleaning of Electric panels.
15. If the motor/Compressor/pump items are found burnt normal use, the same shall be replaced/repared immediately. The Agency shall be replacing all the spare parts free of cost immediately for normal wear and tear whenever necessary.

(I) **Manpower Deployment: -**

- a. Adequate Manpower is to be deployed like Supervisor, Fire-Fighting Technician, Electrician, Lift operator, DG Operator, Mason, Plumber, Carpenter, Helpers, Sewer man, Mali, STP and ETP Operator etc. so as to ensure the smooth functioning of the offices, and maintenance of the building.
- b. Agency shall submit the attested copies of credentials of all manpower deployed to the Medical Superintendent immediately and agency has to submit the Police verification of workers also to Hospital Administration.
- c. Manpower attendance register is to be maintained properly and should be signed by Agency Engineer and Supervisor and submitted to ESIC Engineer for checking and verification as and when asked.
- d. Uniform, ID card have to be provided to each and every staff by the agency.
- e. The Working Staff should be professionally qualified and must be trained.
- f. Manpower deployment schedule has to be finalized by the agency as per the ESIC Head Quarter's Office letter no. SE/PS/2019-PMD dated 02.03.2021.
- g. Deployed Manpower have to mark the attendance in ESIC Aadhar Enabled Biometric Attendance System, Agency have to submit the Aadhar Card of the deployed Manpower immediately. **All payments to deployed manpower shall be made in accordance with AEBAS and as per guideline issued by ESIC HQ time to time.**
- h. In case of absence of the manpower without providing suitable replacement (a) Agency to ensure provision under wages/labour act/codes. (b) It may be ensured with the sub-contractor that suitable penalty to be imposed on their appointed contractor as per the norms in their Codes and procedures. Any savings on this account shall be passed on to ESIC. The complaints received at services center shall be attended on the same day, if the complaints not resolved within two days, it may be ensured with the Construction Agency that suitable penalty to be imposed on their appointed contractor as per the norms in their Codes and procedures. Any savings on this account shall be passed on to ESIC. However, ESIC reserve its right to get the complaint attended/rectified at the risk and cost of the Agency through ESIC engineers with sufficient notice and same shall be deductible from the amount payable.
- i. Agency/Sub Agency shall maintain records and registers such as wage register, Fine Register etc. as mandated by various labour laws and shall produce the same to ESIC/ Labor Authorities when asked to do so.

Information and Instructions to Bidders

I. Eligibility Criteria

1. Bidder must be a Public Sector Undertaking set up by Central / State Government to carry out civil or electrical work OR any other Central /State Government Organization / PSU which may be notified by MoU for such purpose. Qualifying under rule-133(3) of GFR-2017 to take up civil & Electrical works are only eligible to participate in the bidding process.

Work Experience

Experience of executing similar works (completed” / ongoing”) as given below during the last seven years ending last day of the month previous to the one in which applications are invited:

- a) Three similar works costing not less than the amount equal to 40% of the estimated cost.
- b) Two similar works costing not less than the amount equal to 60% of the estimated cost.
- c) One similar Work costing not less than the amount equal to 80% of the estimated cost.

For similar completed works the final cost as mentioned in the completion certificate issued by competent authority i.e. authorized person of client/department shall be considered for determining the costing as mentioned above for evaluating the qualifying criteria.

For similar ongoing works the original cost as given in the sanction order of the work shall be considered with a certificate issued by the competent authority of the department for satisfactory performance for determining the costing as mentioned above for evaluating the qualifying criteria.

The value of completed work shall be brought to the current costing level by enhancing the actual value of work at the simple enhancement rate of 7% per annum calculated from the date of completion to the last date of receipt of application for bid document

Annual Turnover: Average annual financial turnover of Construction Agency should not be less than 30% of estimated cost during the immediate last 3 consecutive financial years. This should be duly certified by Chartered Accountant along with audited Balance Sheets and P & L account. Net worth of the company/firm in the F.Y 2018-19, 2019-20 and 2020-21 should be positive.

Definition of Similar Works:

The definition of similar works shall be as under:

Annual repair maintenance of Hospital* (minimum 100 bedded)

With or without Office or Staff Quarters

AND /OR

Extension /Renovation of existing hospital* (minimum 100 bedded)

With or without Office or Staff Quarters

(*Hospital would include stand-alone Hospital or Hospital as a part of the Medical College)

2. The agency/organization should not have been blacklisted by any Government Authority/PSU/Autonomous Govt. Bodies/Statutory Authorities in last 5 years.

II. General Instructions

- a. The NIT for the work shall remain open for acceptance by ESIC for a period 90 days from the date of submission of the bid.
- b. The NIT shall be opened at the notified time, date and place in the presence of bidders or their representatives, if they wish to be present. The agency charges quoted by an agency will be considered only if the agency is found qualified as per the Eligibility Criteria -I, page No. 10. In case the lowest quoted agency charges of two or more qualified participating firms is the same, then the work would be awarded through the lottery system on the same rate, or as deemed fit by the competent authority to select the bidder. Date & time of drawing lottery will be intimated to such firms separately.
- c. 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 including other actions as decided by ESIC Medical Superintendent, Jhilmil, Delhi.
- d. The MoU 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 biddocument. All the documents of the bid shall form part of the MoU.
- e. 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.
- f. The area mentioned in the NIT are only tentative and interested PSUs may physically inspect the buildings to ascertain the same before quoting centage charges. Estimated cost mentioned in NIT is only rough cost and selected PSUs shall submit the estimate based on actual areas measured and cost shall be based on prevailing CPWD plinth area rates.
- g. After ascertaining the entire gamut of the repairs & maintenance needs, agency shall prepare estimates in r/o various types of repairs & maintenance works above based on CPWD Norms / yardsticks and good engineering practices including buyback provision for the dismantled items within the rates approved by the first party, makes of material along with all relevant documents, justifications, drawings, photographs etc. within 15 days of award of work to Officer-in-charge of Work for processing and accord of Administrative Approval and Expenditure Sanction (A / A & E / S) by Competent Authority of ESIC.
- h. ESIC, without being liable for any damages, shall reserve the right to accept or reject any bid or the whole bidding process without assigning any reason whatsoever.
- i. The bid submitted shall become invalid if:
 - (i) The bidder is found ineligible vis – a – vis eligibility criteria at S. No. I and III (page No. 13 and 15).
 - (ii) Any discrepancy noticed in uploaded Document of bidders.
- j. Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has:

- (i) Made misleading or false representation or deliberately suppressed the information in the forms statements and enclosures required in the eligibility criteria documents.
 - (ii) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.
- k. Govt. Construction agencies are expected to familiarize themselves with the local conditions and effect of terms and condition of relevant MoU before submitting the financial bid Centage / agency fee, once quoted, shall not be increased under any circumstances.
- l. Performance Bank Guarantee: The successful agency shall submit performance guarantee in the form of Bank Guarantee @3% of the estimated amount within 15 days issue of letter of intent and to be kept valid for one and half year from the date of issue of letter of intent or adjustment of expenditure for the work awarded, whichever is earlier.

III. List of Documents to be uploaded

The list of documents for qualification to be scanned and uploaded within the period of bid submission:

1. The bidder has to submit scanned copy of tender document with sign and stamp on each page.
2. Acceptance of Bid document as per format Annexure-I.
3. Notification/Registration/Memorandum/letter or any other document which substantiates that agency is a Central/ State Government PSU authorized to Carry Out Civil or Electrical Works OR MoUD notification of Central/State Government Organizations/ PSUs authorized to carry out civil or electrical works.
4. Certificate of Registration for Goods and Service Tax (GST).
5. Permanent Account Number (PAN).
6. Balance sheet and profit and loss statement/ financial statement of account for financial year 2018-2019,2019-2020 & 2020-2021 along with CA Certificate with seal and registration indicating financial turnover of bidder during above period.
7. An undertaking as per Annexure -II.
8. Certificate for successfully completed similar nature of works during last Seven years ending last day of the month previous to the one in which applications are invited
 - a. Three Similar Work costing not less than the amount equal to 40% of the estimated cost.
 - b. Two Similar Work costing not less than the amount equal to 60% of the estimated cost.
 - c. One Similar Work costing not less than the amount equal to 80% of the estimated cost
8. Technical Data Sheet as per format “Annexure-III
9. Financial Bid: Agency Service Charge as per BOQ. (to be uploaded separately) **The financial bid shall not be submitted by the bidder alongwith Technical bid. It should be submitted separately. If the Financial Bid is submitted by any bidder alongwith Technical Bid the same shall outrightly be rejected.**

Note:

1. All the uploaded documents should be in readable, printable and legible form failing which the Bids shall not be considered for evaluation. Technical bid with all the required documents should not be uploaded with financial bid.
2. The Agency service charges will be considered only, if the agency is found technically qualified

MEMORANDUM OF UNDERSTANDING

Between
EMPLOYEES' STATE INSURANCE CORPORATION
And
PUBLIC SECTOR UNDERTAKING / Central/State Govt. ORGANIZATIONS
For
Repairs & Maintenance of Existing Infrastructure of IGESI Hospital Jhilmil Delhi

This Memorandum of Understanding (hereinafter called "MoU") signed between Employees' State Insurance Corporation (hereinafter called "ESIC") represented by its Medical Superintendent, IGESI Hospital Jhilmil Delhi on one part

And

Central/State Government Organizations / Public Sector Undertaking (PSU) (hereinafter called "AGENCY") represented by its General Manager/ Project Manager / or authorized representative of PSUs on other part. 'IGESI Hospital Jhilmil' and 'AGENCY' are also referred to individually as 'Party' and collectively as 'Parties' wherever the context so requires.

Whereas 'AGENCY' have agreed to undertake the **Annual Repairs and Maintenance & Operations (ARMO) work of Civil & Electrical at IGESI Hospital Jhilmil Delhi and attached Staff quarters at IGESI Hospital Jhilmil Delhi on lump sum service charges on deposit work basis.**

The work shall be executed on the following terms and conditions:

1. The ARMO works shall be executed by agency on Deposit Work basis in accordance with GFR, CVC guidelines, CPWD specifications, BIS standard and sound engineering practices and also by observing due diligence in all respects.
2. The Agency shall be solely responsible for execution of the work qualitatively and quantitatively as per aforesaid specifications and as per detailed drawings/ detailed estimates.
3. The Agency will be allowed lump sum service charges @ ----- based on lowest quoted in financial bid. Rates quoted shall be firm and fixed and are of cost of manpower, material, machinery, tools and plants etc. including all taxes, duties and levies, insurance of workers etc.

Definitions

1. Officer inviting NIT: Medical Superintendent, IGESI Hospital Jhilmil Delhi for the call of NIT, finalizing the agency, signing the MoU and accord of Administrative Approval shall be done by Officer inviting the NIT.
2. Officer-in-charge of Work: Medical Superintendent, IGESI Hospital Jhilmil Delhi for the submission of details of services to the agency for maintenance, receiving the ARM Estimate from the agency and processing and submission of the ARM Estimate for A/A and E/S to Higher Authority, if required, release of the payment as per MoU after A/A and E/S, necessary

approvals of manpower/ material/ others required for work, monitoring the work and handling the court related work, if any.

3. Engineer-in-charge: Nominated Asst. Engineer/ Junior Engineer posted at IGESI Hospital Jhilmil Delhi under Medical Superintendent, IGESI Hospital Jhilmil Delhi for apprising the agency regarding the work, checking/ vetting of the Estimate, handing over / taking over of the site, supervision, monitoring of the work and necessary approvals related to works any other work assigned by Medical Superintendent.

Now, therefore it is agreed between the Parties that:

A. GENERAL:

1. The ESIC will assign the following types of repairs & maintenance works to AGENCY for carrying out comprehensive annual repairs & maintenance of its existing infrastructure comprising of Hospital Buildings & Staff Quarters.

Day to day maintenance of buildings & services and Periodical nature of works like: (for illustration only, or as decided by Engineer-in-charge).

- a) Annual Repairs and Maintenance & Operations (ARMO) of Buildings & Services
- b) Day to day Maintenance of Buildings & Services.
- c) Stoppage of seepage / leakage from toilets and water supply and sanitary installation fixtures.
- d) Removal of blockage from water supply & sanitary lines, internal & external drains etc.
- e) Carpentry works for doors & windows, minor repairs to flooring / tile joints etc.
- f) Day to day Operation & Maintenance of Equipment's and Plants rendering specialized services.
- g) All preventive maintenance / Checks as per CPWD Specification and works procedure.
- h) Re-painting of external / internal walls, Repairs to external / internal plaster, repair to floor/dado tiles.
- i) Replacement of broken glass panes, doors & window panels & fixtures.
- j) Leakage/ seepage control measures in toilets & roofing except direct leakage from taps/fitting, fixture etc. which shall be covered under day to day maintenance.
- k) Periodic cleaning/ testing of internal and external drains, water tanks.
- l) Repair and replacement of damaged wiring, cables and faulty /spoiled control (to a limited extent), Repairs to panels boards, breakers (controlled wiring) etc. However, the restoration of power and safety related works shall be attended under day to day work.
- m) Salvage values of the dismantled material, if any, shall be deposited in the ESIC account following due process as per CPWD norms/guidelines.

2. After the works are assigned to agency, a comprehensive condition survey of the existing infrastructure i.e. Buildings, Services, Equipment's & Plants including ancillary structures existing inside the premises/complex shall be carried out by them in consultation with Medical Superintendent, and ESIC Engineers for assessing the maintenance needs for each component of the infrastructure for restoring and sustaining the utility of the facilities.

3. After ascertaining the entire gamut of the repairs & maintenance needs, AGENCY shall prepare estimates in r/o various types of repairs & maintenance works above based on CPWD norms / yardsticks and good engineering practices and submit to Officer-in-charge of Work, ESIC along with all relevant documents, justifications, drawings, photographs etc. for further processing and accord of Administrative Approval and Expenditure Sanction (A/A & E/S) by Competent Authority

of ESIC.

4. As far as possible only items based on prevailing DSR should be taken in the detailed estimates and items based on market rates should be avoided unless it becomes indispensable to include them. In case of "Market Rate" It shall be decided at the level of the officer according to sanction for technical appropriateness of items framed, rates approved based on GFR/CPWD provisions and prevailing CPWD DAR (Delhi analysis of rates).

5. Any Emergent Work beyond regular ARMO work, agency has to attend on priority/immediately with the approval of competent authority of agency under intimation to ESIC and expenditure to be submitted separately to adjust in subsequent release of fund.

6. Time period of contract

The Repair and Maintenance work shall be for a period of 12 months or as mentioned in the letter of commencement and shall start from the date as mentioned therein and shall stand terminated after the expiry of one year unless it is mutually extended.

7. Extension of Time of contract and Expansion of Scope of work

a) The Repair and Maintenance contract may be extended on the written mutual consent for a further period of three months at a time subject to maximum one year on the same terms and conditions of this contract. However, ESIC reserves its right to terminate the Repair and Maintenance contract by giving one-month notice at any time during the currency of the contract if the services of the agency are not found satisfactory as per the opinion of ESIC or its representative. Decision of The Medical Superintendent, IGESI Hospital, Jhilmil, Delhi-110095 shall be final and binding to both parties.

b) The scope of work under this contract can be increased/decreased accordingly on same terms and condition as per prevailing DSR/ NDSR (at the time of extension, if any) with rates will be applicable in contract.

No escalation charges will be paid to the Agency for any extension of time.

8. Payment Procedure for ARM Works

Payment to the agency will be released by The Medical Superintendent, IGESI Hospital, Jhilmil, Delhi-110095.

The funds for the Arm works shall be deposited by the medical Superintendent IGESI Hospital Jhilmil Delhi under GFR 133(3) in the following manner:

I	Initial advance deposit after assignment of work and sanction preliminary estimate and sanction expenditure of previous year, if any including submission of bank guarantee Delhi to 10% for performance guarantee (for any relaxation granted under GFR by Ministry of Finance instruction) in case of award of work under GFR 133(3)	30% of the approved estimate either fully or in two installments within the quarter. (Against submission of undertaking for compliance of: A. Submission of monthly statement of compliance made on ESI/PF, labor laws, other statutory compliance, monthly expenditure statement etc. Along with the supporting documents. B. Expenditure statements on consumed materials and items of works executed duly signed by authorized accounts officers. Both A and B to be submitted by 7th of every succeeding month.
II	First installment after submission/sanction of visit report, requirements identification, detailed estimate etc. after compliance of procedure, instructions as define in circular i.e a. Setting Delhi of service center, maintenance of log books for complaints rectification and restoration of services etc. b. Deploying manpower for O&M of MEP equipment's as per user requirement and justifications. c. Executions of periodical repairs and annual repairs i.e replacement of glass, repairs of doors, replacement of fixtures/fittings, paintings, tiles etc.	30% of the approved estimate either fully or in two installments within the quarter. Subjected to certificate and submission of: A. Submission of monthly statement of compliance made on ESI/PF, labour laws, other statutory compliance, monthly expenditure statement etc. Along with the supporting documents. B. Audited expenditure statements on consumed materials and items of works executed in previous quarter/advance and adjustment of advance of (I) above duly signed by authorized accounts officers.
III	Second installment in the third quarter of year against submission of the statement of work done including submission of expenditure	30% of the approved estimate Subject to adjustment of advance of (I) & (II) above

	statement duly signed by the account officer and Engineer In-charge of agency. Evaluation of satisfactory performance by committee/user, statement of the balance work to be done as per detailed estimate against the work due for the year.	
IV	Final installment to be deposited before end of year after receipt of satisfactory completion of the work by user.	10% of the approved estimate.

Note: -

- a) **Any interest earned out of the deposit maintained by the agency to be deposited to ESIC A/c. No.1 or the adjustment of account to be considered to the extent.**
- b) **At the conclusion of the Contract, Govt. Agency shall submit a consolidated Audited expenditure statement and a certificate regarding utilization of funds sanctioned and released to them for each of the building/premises duly signed by the Accounts Officer & Divisional Officer/Executive Engineer of concerned Govt. Agency Division to the ESIC along with a user satisfactory certificate for completion of the works as per action plant and refund any unspent amount to ESIC for final settlement of accounts.(as per Annexure-IV)**
- c) **The fund subsequent to initial deposit shall be released to Central/State Government Organizations/Public Sector Undertakings (PSU) by ESIC based on proper expenditure statement (along with detailed monthly expenditure, if required by ESIC) & certificate regarding utilization of earlier released fund duly signed by Divisional Accountant/Account Officer & Executive Engineer/project Manager of Central/State Government Organizations/Public Sector Undertakings (PSU) and a certificate from ESIC Engineers that works are progressing & Completed in satisfactory manner. The Fund request should be submitted by Executive Engineer/Project Manager of Central/State Government Organization/Public Sector Undertakings (PSU) authorized by CMD/MD**

9. Agency will set up a dedicated wing comprising of civil as well as electrical units equipped with adequate manpower under unified command of senior level officer to execute the Repairs & Maintenance works with due diligence and in the most efficient and effective manner. A Nodal Officer shall also be appointed by agency to coordinate with ESIC and other local authorities for managing the works efficiently and effectively. At least minimum 01 Civil Engineer and 01 Electrical Engineer along with dedicated mobile phones for better communication have to be stationed by the agency at I G E S I H o s p i t a l J h i l m i l D e l h i , Agency Engineer have to take the directions from ESIC authorities / Engineers and their attendance will also be verified by ESIC Engineer. This Office will not pay anything extra for deployment and movement of Nodal Officer and Engineers by the agency.

S. No.	Designation	Qualification & Experience	Remarks
1	Nodal Officer	B. Tech in Civil or Electrical Engineering and having a minimum of 10 year Experience	Have to make at least minimum one visit in fortnight to IGESI Hospital Jhilmil Delhi They may visit with the instructions of ESIC, as and when required.
2	Civil Engineer	B. Tech/ Diploma in Civil Engineering and having a minimum of 05 year Experience	To be Stationed at IGESI Hospital Jhilmil Delhi (For Monitoring of Civil Works)
3	Electrical Engineer	B. Tech/ Diploma in Electrical Engineering and having a minimum of 05 year Experience	To be Stationed at IGESI Hospital Jhilmil Delhi (For Monitoring of Electrical Works)

10. Agency will make immediate arrangement for deployment of adequate manpower in direction of concerned ESIC Engineer for Operation & Maintenance of Equipment's & Plants rendering specialized services so that the required services can be maintained uninterrupted.

11. Agency shall be registering themselves as Principal Employer for complying with various Labour Laws and other applicable statutory laws and Safety precautions. Any liability accruing on account of noncompliance of Labour laws and other statutory compliance related to work shall be borne by Agency. Agency will make the provision of Water and Electricity Charges in their further sub-contract as per CPWD Work Procedure.

12. The Agency shall make sure that all the relevant records and registers in specified format are being maintained with respect to Labour laws.

13. The works which are of essential nature such as operation & maintenance of essential services, day to day maintenance etc. shall under no circumstances be held Delhi for temporary delay in releasing of fund by ESIC.

14. Agency shall maintain Complaint Register in the building and a Service Call Centre shall also be opened for proper registration of complaints and their satisfactory disposal by getting user certificates in time bound manner. The Complaint Register shall be periodically seen by ESIC representative(s) for ascertaining the efficacy of the mechanism put forth by Agency. Any suggestions made by ESIC regarding further improvement in the services shall be readily implemented by agency, if found feasible from Techno financial angles by them.

15. Agency will apprise ESIC about the status of various Repairs & Maintenance works

periodically during joint Progress Review Meetings wherein both physical and financial progress would be discussed besides resolution of pending issues, if any. Progress Review Meetings, preferably monthly shall be held between Agency and ESIC for reviewing the progress of ongoing Repairs and Maintenance works based on mutually agreed timelines, milestones etc. and also for resolving co-ordination issues, including fixing priority in carrying out some segments of works/items, buildings, facilities and services for their early completion and handing over to ESIC for putting them to use for intended purpose, if any.

16. Agency shall be responsible for redressing and complying with the observations of CTE/CVC, Auditors, Statutory Authorities, local Bodies, Municipal Corporation etc. pertaining to the work under intimation to ESIC. Providing all work-related information promptly to ESIC for replying to Parliament Questions, RTI, queries from various Constitutional & Statutory Authorities.

B.MUTUAL OBLIGATIONS

19. Agency shall be responsible for:

- a. Carrying out comprehensive Repairs & Maintenance of Buildings and Services including Equipment's & Plants rendering specialized services with due diligence and within agreed timelines and cost.
- b. Submitting Estimates for various types of Repairs & Maintenance works on time to ESIC for accord of A/A & E/S so that works are taken up on the ground as per schedule.
- c. Providing adequate manpower and resources for maintaining the entire facilities in proper condition.
- d. Intimating physical and financial Progress and up to date expenditure incurred along with Certificate of Utilization of Fund against Fund earlier released by ESIC.
- e. Permitting ESIC to inspect or monitor the progress, either itself or through Third Party, as and when it desires for assessing actual progress, quality of works and any other aspects related to the works.
- f. If agency sublets the work then agency have to submit the details of sub-contractor and Certifying and making payment of Bills of the Contractors / Agencies engaged by them and making available Final Statement of Accounts in Standard Format to ESIC, Copies of Final Bills for all Contract Packages and other expenditure incurred, after the completion of the work. In addition, whenever ESIC asks for any other details from agency regarding Utilization of Fund, copies of detailed sanctioned Estimates/ Technical Sanctions, Award of Works, Running Bills, details of expenditures etc., the same shall be provided by agency readily to ESIC.
- g. The Agency shall be solely responsible for ensuring compliance with the various labour laws that may be in force from time to time. Any liability on this account and also any liability arising from non-observance of the same shall be met by the agency at their risk and cost. Agency will act as Principal Employer for necessary compliance with the provision of Contract labour (Regulation & Abolition) Act, 1970 etc. as applicable
- h. Ensuring implementation of required Health, Safety & Environmental (HSE) practices at the Construction Sites. They also comply with all statutory obligations related to workmen deployed at the Site like compliance of Labour laws, minimum wages as per CLC, ESI, EPF

- & Bonus Act etc. related to workmen deployed at the site in execution of the work.
- i. Wages/salary paid to the employees/workers/labour engaged by the contractors for the Works should be disbursed through bank transactions only i.e. ECS/NEFT/RTGS.
 - j. Agency (Govt. Agency) will be fully responsible for verification of the attendance of the manpower engaged by Contractor and details of their technical qualification along with proof, experience certificate as required.
 - k. Obtaining necessary Statutory Approvals / Permission / Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like Municipal Corporation, Town Planning Board, Electricity Board / Fire Department, State / Central Pollution Control Boards, State / Central Environmental Authorities etc. as applicable is the responsibility of the Agency.
 - l. Managing the works effectively and efficiently to ensure its timely completion with due diligence as per direction of ESIC Authorities in terms and conditions of MOUs including taking all require pro-active measures to contain Time and Cost Overruns by providing stringent and elaborate enforceable Clauses to this effect in the Contract documents of its Contractors for achieving the objective of completing the works with due diligence and within the approved cost and scheduled time.
 - m. Submitting Works Completion Report (WCR) duly bringing out the Final Cost as against the approved Cost. The WCR shall be submitted along with Final Works Accounts including return of unspent balance amount to ESIC within one month of settlement of final bills of the contractors / other agencies deployed by agency.

In case of non-conformity with the prescribed specification or any defect is detected within 12-Months of completion, the agency will be held responsible and will be liable to make good the deficiencies failing which the ESIC shall get the rectification done at the risk and cost of the agency.

- n. Intimating ESIC about any excess expenditure likely to be incurred over and above the approved estimate and also about possibility of Time Overrun as soon as it comes to its knowledge along with reasons and justifications thereof for necessary approvals from ESIC before committing / incurring the extra / additional expenditure.
- o. Monitoring of Projects from start to completion effectively & efficiently.
- p. Observing due diligence and adopting all possible pre-emptive measures at various stages of project execution so as to avoid arbitration / litigation and other hindrances for completing the work within optimum cost and time in hassle free environment.
- q. Defending all Arbitration and Court Cases arising out of execution of the works and examining the Arbitration Award/Decree of Court of Law/Tribunal by appropriate authority in agency and forwarding the same along with a comprehensive report on the circumstance leading to the Arbitration/Court cases and the reasons and justifications as to why an appeal against such award/decree was not considered necessary, briefing out inter-alia, details of the award and clear cut recommendations. The decision of the competent authority in agency to accept the award or challenge the same in a Court of Law will be binding on the ESIC. Further disputes are subject to settlement at courts having jurisdiction in Delhi Only.
- r. Agency will take all necessary actions to complete the works timely. However, for inordinate delay caused in the works liquidated damages have to be levied / recovered. Based on the established procedure to levy penalty on their contractors / agencies for recovering liquidated

- damages from them as per the GCC or other contract conditions applicable in agency. The liquidated damages recovered from the contractors for delay, if any, shall be credited to ESIC in the project accounts. As further agreed by Agency, more stringent terms and conditions over and above usual stipulated provisions of agency standard contract documents, shall be inserted as additional / special condition in the contract document with contractors so as to complete the works timely. If at any time, it appears to ESIC that the actual progress of the work does not confirm to the approved program referred above and initiated to agency by ESIC, detailed reasons and justifications for such delay shall have to be provided by Agency, which shall be examined by ESIC for re-scheduling the timeline, if any.
- s. All emergent Repair and Maintenance related complaints shall be attended within 24 Hrs. (twenty- four hours) and routine/ non-emergent repairs shall be attended within 48 hours, failing which a recover of Rs. 200.00 per event per day shall be made from the subsequent payments to the agency.
 - t. In the event of failure to attend the ARM complaint within time frame given by ESIC Engineer, The Officer -in- charge of work will get the work done at the risk and cost of the agency and expenditure incurred will be deducted from the subsequent payment of the agency.
 - u. The Agency shall compensate ESIC for any losses incurred by theft, illegal, incompetence or fraudulent activities of the manpower deployed directly or through his contractor.
 - v. Adequate Manpower to be deployed with the approval of Medical Superintendent IGESI Hospital Jhilmil Delhi like electrician, liftooperator, DG Operator, Mason, plumber, carpenter, Helpers, sewer man, supervisor etc. so as to ensure the smooth functioning of the Hospital, Staff Quarter and maintenance of the buildings.
 - w. Agency shall submit the attested copies of credentials (both by the concerned worker and appropriate Authority/ representative of concerned PSU) such as Government issued Photo ID card, Relevant documents pertaining to Qualification and Experience, etc. in respect of all manpower deployed to the Medical Superintendent and ESIC Engineer immediately.
 - x. Manpower attendance register / AEBAS is to be maintained properly and to be submitted to ESIC Engineer/ any other representative as nominated by Medical Superintendent for checking and verification.
 - y. Uniform, ID card have to be provided to each and every staff by the agency. Nothing extra shall be provided by ESIC in this regard and the expenses shall be met form CPOH/Centage.
 - z. The Working Staff should be professionally qualified and must be trained. In case unqualified/ untrained staff found deployed or the /ESIC Engineer are unsatisfied with the working performance of staff deployed then agency have to replace the staff within 3 days of the notice. Manpower deployment schedule has to be finalized by the agency as per the ESIC head Quarter's Office letter no. SE/PS/2019-PMD dated 02.03.2021.
 - aa. The fund released for this work shall not be utilized by the agency of any other ESIC or Non-ESIC works.

20. ESIC shall be responsible for:

- a. Approving Scope, Plans, Initial and Revised Estimates, Timelines and other proposals submitted by agency.
- b. Intimating Details, Special Requirements / Features and Broad Specifications for

- specialized Equipment's and Plants for facilitating execution of works by agency.
- c. Providing required assistance to agency for carrying out the comprehensive Repairs & Maintenance Works.
 - d. Releasing Fund to agency based on their request and in terms of the MoU.
 - e. Providing required assistance to agency for obtaining necessary Statutory Approvals / Permission / Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like Municipal Corporation, Town Planning Board, Electricity Board / Fire Department, State / Central Pollution Control Boards, State / Central Environmental Authority etc. as applicable.
 - f. 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.
 - g. Providing security clearance for agency staff / contractors and their workers for working at site in case these are required.
 - h. Settling of final claims which may be decreed by a Court of Law, Tribunal or by award of an Arbitrator in relation to the deposit work, based on recommendations of agency and commensurate actions taken by them in accordance with Clauses 18(m) as explained above.
 - i. Permitting free access to agency appointed Contractors' Materials and Workmen to the site of work and also helping agency in taking connections for electricity and water required for carrying out works inside the premises/complex.
 - j. Drawings of the building premise will be provided by the ESIC to the agency, if available with ESIC.

21. Redressal of Disputes

As dispute resolution mechanism for implementation of the provisions of this MoU, at the first instance the issues involved shall be brought up before Chief Engineer, ESIC and concerned Chief Engineer/ GM of Agency for their resolution. In case, however, disputes/ differences between the parties do not get resolved, the matter shall be referred to a Committee comprising of a Nominee of DG, ESIC, and a Nominee of DG/ CMD of Agency who shall be above the level of CE in the respective organizations. The above said Committee shall submit a comprehensive report and recommendation to DG, ESIC and DG/ CMD of Agency for facilitating final decision in the matter.

22. Amendment

No amendment in Terms & Conditions of this MoU shall be valid and effective unless it is in writing and duly signed by authorized representatives of DG, ESIC and DG/ CMD of Agency. Each party shall give due consideration to any proposal for amendment / modification made by other party with proper reasoning thereof.

23. Termination

This MoU can be terminated by either of the parties by giving 01 months prior notice along with reasons for breach of obligation and any other grounds for consideration of other party.

24. Payment on Termination

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

25. **Trans Border Clause:** - If Govt. Agency of subject package or at any ESIC establishments fails to execute the works of ARMO due to whatever reasons, Medical Superintendent, IGESI Hospital Jhilmil, Delhi reserves the right to depute any Govt. Agency or any other agency after mutual

consent of same for three months or till finalization of fresh tender. The tender will be provided on same rates, terms & Condition of their respective zones after judging their financial and technical strength.

For and on behalf of Agency

Name
Designation

Witness 1
Signature
Name
Designation

For and on behalf of ESIC Signature
Signature
Name
Designation

Witness 2
Signature
Name
Designation

Date:
Place:

Acceptance of BID Condition

(On the Letter Head of the Organization)

To

The Medical Superintendent,
IGESI Hospital, Jhilmil,
Delhi-110095.

SUB: Annual Repairs and Maintenance & Operations (ARMO) work of Civil & Electrical at IGESI Hospital Jhilmil Delhi and attached Staff quarters at IGESI Hospital Jhilmil Delhi on lump sum service charges on deposit work basis.

Ref: Bidding Document No.-

Sir,

- a. With reference to above, I/We are pleased to submit our bid/offer for the above work and I/We hereby unconditionally accept the terms and conditions of Bid documents and standard contract agreement/MOU in its entirety for the above work.
- b. I/We are eligible to submit the bid for the above work and I/We are in possession of all the required and relevant documents.
- c. I/We have read all the terms and conditions of the STANDARD CONTRACT AGREEMENT /MOU as well as Bid document and agree to sign the same in case of award of work.
- d. I/We have submitted all the documents as per notice inviting Bid.
- e. I/We undertake and confirm that similar works(s) has /have got executed in _____ departments/Govt. organizations. Further that, if such violation comes to the notice, then I/We shall be debarred for bidding in future forever. Also, if such violation comes to the notice of ESIC before date of start of work, the ESIC shall be free to forfeit the entire amount of Performance Guarantee.
- f. I/We have separately enclosed an undertaking in the format as per Annexure-II

Yours faithfully,

(Signature of the Authorized Representative)
With Rubber Stamp

Dated: _____

Place: _____

Note: This letter shall be signed by the authorized officer of the organization having valid authority letter from competent authority i.e. CMD/MD/chairman.

UNDERTAKING

(On the Letter Head of the Organization)

To

The Medical Superintendent,
IGESI Hospital, Jhilmil, Delhi-110095

SUB: Annual Repairs and Maintenance & Operations (ARMO) work of Civil & Electrical at IGESI Hospital Jhilmil Delhi and attached Staff quarters at IGESI Hospital Jhilmil Delhi on lump sum service charges on deposit work basis.

Ref: Bidding Document No.-

Sir,

We undertake that-

1. I/We undertake that either/I We have ESIC and EPFO registration and valid electrical and civil contractor license/registration certificate or if I/We award work to contractor, I/We will ensure that contractor will have the same.
2. I/We undertake that GFR/CVC/Govt. guideline will be complied and work will be carried out as per CPWD norms/specification.
3. I/We confirm that MOU as per the Performa attached with the tender document will be signed with ESIC as per requirement.
4. I/We have no business or any other relationship with any of the ESIC Staff /Member of the Corporation.
5. I/We have not employed any former employee of ESIC to work for our organization or I/We have employed ESIC Staff/ Member of the Corporation as per list attached to work for our organization and certify that is no conflict of interest.
6. I/We have not been debarred or blacklisted by any Government Authority/PSU/Autonomous Govt. Bodies/Statutory Authorities in last 5 years.
7. I/We have not deliberately or concealed any information pertaining to works executed by us.
8. I/We have not made any misleading or false representation or deliberately information in the form of statements and enclosures required for eligibility criterion.
9. I/We have not abandoned any work and left work incomplete due to financial failures / weaknesses or have a record of poor performance.

Yours faithfully,

(Signature of the Authorized Representative)
With Rubber Stamp

Dated: _____

Place: _____

Note: This letter shall be signed by the authorized officer of the organization having valid authority letter from competent authority i.e. CMD/MD/chairman.

Technical Bid Performa

S. No.	Description	To be filled by Bidder		
1	Name, Email ID & address of the Bidder/Agency/PSU			
2	Telephone no. /Telex no. / fax No. /Email ID			
3	Name & Contact details of the authorized personnel			
4	PAN Number of the Agency			
5	GST Registration No.			
6	Tender Documents with signature & stamp on each page			
7	Turnover in lakh	2018-2019	2019-2020	2020-2021
8	Experience detail, if required enclosed separate sheet for each project			
8a	Project Title & location			
8b	Name of the client and address			
8c	Described area of participation (specific work done/services rendered by the applicant)			
8d	Period of work done/services rendered for the project			
8e	Total cost of similar nature of work as per completion certificate			
8f	Completion certificate issued by			
9	Ministry of Urban Development notification/registration/Memorandum/ letter or any other documents of central/state govt. declaring govt. agency as Central Govt. organization/ PSU to carry out civil and Electrical works etc.	Yes / No		

10	ESIC and EPFO registration and valid electrical contractor license/ registration certificate and if they award work to subcontractor they are having the same.	Yes / No
11	Balance sheet and Profit and Loss Account for Financial Year 2018-2019,2019-2020,2020-2021 along with CA certificate as per list of document as per page no.10-11.	Yes / No
12	Undertaking as per Annexure-I, II and IV	

(Signature of Bidder) Designation of the Authorized Signatory

Note:

- 1. Financial bid will be opened only of technically qualified bidders.**
- 2. To be quoted in percentage of estimated cost with two decimal places both in figures and words distinctly.**
- 3. Centage / Service Charge Quotation Sheet has to be physically filled and then scanned copy of the same has to be submitted in CPP Portal.**
- 4. Centage charges means charges on the value of work executed or estimated cost whichever is lower including establishment/ execution charges & taxes if any as per Contract Agreement /MOU.**
- 5. Only GST, shall be reimbursed on production of original paid voucher/challan with Assessment Order as proof depositing the amount in Govt. account.**
- 6. ESIC shall be fully within its powers to test the reasonability of quoted centage charges against the benchmarks.**
- 7. Authority letter from the competent authority i.e CMD/MD/Chairman for signing the bid document is to be enclosed. Stamp impression must show the name, Designation, office etc.**
- 8. The financial bid shall not be submitted by the bidder alongwith Technical bid. It should be submitted separately. If the Financial Bid is submitted by any bidder alongwith Technical Bid the same shall outrightly be rejected.**

OFFICE SEAL

(Signature of Bidder)

Designation of the Authorized Signatory

Article 1: Commitment of the Principal/Owner

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption deliberation and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act.

Further the Bidder(s)/ Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the

exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti corruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, ESIC.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the office of thePrincipal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners orby one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized byboard resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights andremedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity,both the Parties agree that this Integrity Pact will have precedence over the Tender/Contactdocuments with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder)

WITNESSES:

1

2

(signature, name and address)

(signature, name and address)

Place:

Date:

Sd/-
Medical Superintendent,
IGESI Hospital,
Jhilmil, Delhi-110095.

Description Items		Status		Remarks
A.	Service Centre	Yes	No	
1.	Whether Proper Service Centre has been established.			
2.	Whether the Service Centre is staffed with technically qualified people.			
3.	Whether works charged staff are engaged as per ESIC Guidelines /CPWD maintenance manual.			
4.	Whether Register for Routine complaints is Maintained.			
5.	Whether register for periodical complaints is Maintained.			
6.	Whether Complaints are properly recorded.			
B.	Action Plans			
1.	Whether an action plan is drawn Delhi at the commencement of year, Date of finalization.			
2.	Whether action plan drawn Delhi is monitored properly dates when it was discussed with-----.			
C.	Preparation of Estimates			
1.	Whether the estimates are prepared in time?			
2.	Whether checklist for preparation of estimates is followed.			
3.	Whether the queries raised by processing authority are attended to properly. Average time taken			
D.	Execution of Works			
1.	Whether the works are started in Time			
2.	Whether the general quality of work is checked during Execution at some level.			
3.	Whether monthly progress reports are submitted			
4.	Whether due attention is paid to avoid cost/Time overrun.			

5.	Whether the works are completed in time.			
E.	Expenditure Statement 1. Whether the expenditure statement is submitted in time. 2. Whether expenditure statements contains complete details are required.			

Signature Not Verified

Digitally signed by SHASHI BHADHAN of 37
JAISWAL
Date: 2021.12.16 17:18:31 IST
Location: eProcure-EPROC

