



**भारतीय राष्ट्रीय उपभोक्ता सहकारी संघ मर्यादित**  
**National Co-operative Consumer's Federation of India Ltd.**

(Under Administrative Control of Ministry of Consumers Affairs, Food & PDS, Govt. of India)

GST NO : 27AAAAN0109N3ZM

२०१, पुनम प्लाझा, ६९४/२ ब, मार्केट यार्ड रोड, पुणे - ४११ ०३७.

201, Poonam Plaza, 694/2B, Market Yard Road, Pune - 411 037.

Tele.: 020-24275787 Telefax: 020-24275776 E-mail : nccfpune@gmail.com

संदर्भ सं. : एन्. सी. सी. एफ् / पुणे

Ref. No.: N.C.C.F. / Pune

NCCF/PUNE/BUSS/2022-23 / 63

Date – 29.11.22

**SHORT TENDER NOTICE**

Pune Branch of NCCF invites Tenders from Empaneled Business Associates of NCCF for following work.

1-Name of Work - Annual Repair and Maintenance of buildings, services and Operation Maintenance of Equipment's and plants

1. 02/2022/PMD/ESIC/RO ODISHA for Rs. 1,99,83,667 /-
2. 05/2022/PMD/ESIC/RO ODISHA for Rs. 1,63,93,683/-
3. 04/2022/PMD/ESIC/RO ODISHA for Rs. 1,37,23,829/-

2-Earnest Money Deposit (EMD) by online payment or through DD (No interest will be paid) – NIL.

3-Date and Time of start of Tender Submission – 14.11.2022 3.00pm.

4-Last Date and Time of Tender Submission – 04.12.2022, 1.00 PM

5-Date and Time of Tender Opening - 04.12.2022, 3.00 PM

6-Place of Tender Opening- Office of Branch Manager Pune, NCCF

**Terms and Conditions:**

1-For all works having estimated cost of work more than Rs 5.0 Lakh value, Bidders must have an Experience of successful completion of similar nature of work of minimum 25 % of the Tender value in last 5 years. Completion certificate of Competent Authority of Concerned Department shall be enclosed.

2- Selection of the bidder will be made on the basis of maximum margin offered for NCCF and lowest rate quoted.

3- NCCF Shall be at liberty to distribute 40 % of the total tendered quantity of materials amongst other than L1 bidders subject to acceptance of L1 rates by other than L1 bidders and fulfilment of eligibility criteria by them.

4- NCCF shall terminate the empanelment of a Business Associate if they have competed against NCCF in any bid either individually, as a partner or in a Joint Venture.

5- First Preference shall be given to the empaneled Business Associate of Tendering Branch of NCCF. Second preference (in case of absence of valid Business Associate of Tendering Branch) shall be given to Empaneled Business Associates of other NCCF Branches and third preference shall be given to Non-Empaneled Business Associates with a condition that they shall apply for empanelment with NCCF within a week of being declared successful bidder by submitting required documents as per NCCF Business guidelines and get themselves empaneled with NCCF before issue of formal Letter of Acceptance.

6-NCCF shall be at liberty to postpone/ cancel the tender and accept or reject any bid.

7- Terms and conditions would remain same as mentioned in the tender schedule enclosed herewith.



BRANCH MANAGER  
National Cooperative Consumers' Federation of India Ltd



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



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

Tender No. 02/2022/PMD/ESIC/RO ODISHA

Dated : \_\_\_\_\_

### **NOTICE INVITING TENDER**

Employees' State Insurance Corporation (ESIC) is an Autonomous Body has invites online bid offer for Centage Charges on percentage basis from eligible Central / State/Public Sector Undertaking (PSU) / Autonomous Bodies for taking up the Annual Repair and Maintenance(civil & electrical) of buildings, services and Operation / Maintenance of Equipment's and plants on deposit mode of work execution basis in the ESI establishment of the Odisha Region / State for one year. The contract of work has an option to extend for further period of one-year subject to satisfactory performance of the agency during the contract period with mutual consent.

1. Details are given below:

NIT No.	
Name of the Work	Annual Repair and Maintenance of buildings, services and Operation Maintenance of Equipment's and plants in
Client / Owner	EMPLOYEES STATEINSURANCE CORPORATION
Annual Budget amount for the ARM works	Rs.1,99,83,667 /-
Earnest Money deposit(optional to be decided by RO)	Rs.Nil
(Cost of Tender document (optional to be decided by RO)	Rs.Nil
Date of Tender Document available to parties to download	14.11.2022 3.00pm
Starting date of e-tender for submission of online Techno Commercial Bid and Price Bid	14.11.2022 1.00pm
Ending date of e-tender for submission of online Techno Commercial Bid and Price Bid	05.12.2022, 1.00 PM
Date and time of openingof Techno Commercial Bid	05.12.2022, 3.00 PM.

Date and Time of opening of Price Bid	7.12.2022, 3.00PM
Contract Period	1 year
Validity of Offer	90 days after the last date fixed for submission of bid including the extension (s) given, if any

**Details of estimate site wise:-**

Sl. No.	Name of the Site	Civil (Rs.)	Electrical (Rs.)	Total
1	100beded ESI Hospital, Chandrasekherpur, Bhubaneswar	1,02,13,054	97,70,613	1,99,83,667

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

***Note: This NIT may also be uploaded in ESIC website and Notice Boards of the Regional Office & Hospitals etc. for wide publicity.***

Note : 1. Wherever the word "ESIC" is mentioned it refers to Regional Office/Regional Director Bhubaneswar

2. The intending bidder(s) must read the terms and conditions carefully. They should only submit their bid if eligible and in possession of all the documents required.
3. Information and instructions for bidders available in document shall form part of agreement.
4. The bid document consisting of instructions to bidders, scope of work and other conditions to be complied are available at the website <https://eprocure.gov.in/eprocure/app>.
5. Construction Agency must ensure to quote rate in percentage only in appropriate column up to 2 (two) Decimals and these decimals should be greater than zero.
6. Notwithstanding anything stated above, ESIC reserves the right to assess the capabilities and capacity of the bidders to perform the contract in the overall interest of ESIC.
7. The bidder(s) / are required to quote strictly as per the terms and conditions, specifications, standards given in the bid documents and not to stipulate any deviations.
8. The bidder(s), if required, may submit questions in writing to seek clarifications 24 Hrs before the notified pre-bid meeting date, to the Office of Regional Director, esic, bhubaneswar or may visit the said office during the office hours on working days, Contact No. 06742546380 and submit.
9. Pre — bid conference shall be held on date, time and place as mentioned in the Notice to clarify queries of intending bidders if required for submission of bid for the work to be undertaken.
10. ESIC reserves the right to reject any or all tenders or cancel / withdraw the invitation for Bids without assigning any reason whatsoever and in such case no bidder / intending Construction Agency shall have any claim arising out of such action.
11. Set of Bid Documents:

The following documents will constitute set of tender documents:

SECTION-1	Notice Inviting Bid
SECTION-2	Instructions to Construction Agency
SECTION3	Qualifying Criteria
SECTION-4	Financial Proposal

## 12. Bidding Process

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

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

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

## 13. Mode of Submission

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

A. Letter of acceptance of terms and conditions of bidding document in the prescribed format as per Annexure — I and undertaking as per format given in Annexure — II.

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

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

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

c. Authority letter issued by the Competent Authority i.e. CMD / MD / Chairman for signing the bid document.

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

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

14. The bid for the works shall remain open for acceptance for a period of 90 days from the last date of submission of bid including the extension given, if any. In case any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the ESIC, ESIC shall, without prejudice to any other right or remedy, be at liberty to debar them from participation. Further, they shall also not be allowed to participate in the re-bidding, if any.
15. The acceptance of any or all bid(s) will rest with the ESIC who does not bind itself to accept the lowest bid and / or reserves to itself the right to reject any or all of the bids received without assigning any reason thereof.
16. Date of Start of work shall be reckoned from details in award letter or handing over of site whichever is later. Signing of Contract Agreement and submission of valid Performance Bank Guarantee shall be followed with.
17. The Award of work, Execution and Completion of work shall be governed by documents consisting of ( but not limited to ) Letter of Award / Work Order, Bid, MoU and Bid Document. The bidders shall be deemed to have gone through the various conditions while making / preparing their proposal & submitting the Bid.
18. In case, any misrepresentation / falsification is noticed in copies of documents submitted, then the bid submitted shall become invalid. ESIC shall, without prejudice to any other right or remedy, be at liberty to disallow the agency from future participation.

(Regional Director)  
ESIC, RO Bhubaneswar

## **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 / email 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. Bidder to 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 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
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 for a tender or the relevant contact person indicated in the tender.

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

## **SECTION-2**

### **INSTRUCTIONS TO CONSTRUCTION AGENCY**

#### **1. INTRODUCTION**

- 1.1 The Central/ State Govt Organization / Public Sector Undertaking (PSU's) are only eligible to participate in the Bid.
- 1.2 Construction Agencies are invited to submit a financial bid along with documents pertaining to qualifying criteria. The bid will be the basis of technical discussions / negotiations, if required and ultimately for a signed Contract/MoU with the selected Construction Agencies on deposit mode of work execution basis.
- 1.3 Construction Agencies should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first — hand information on the assignment and local conditions, Construction Agencies may visit the site before submitting a proposal. Construction Agency or his authorized representative should contact the following regarding site specific information and site visit enquiry, if required.

Contact : Regional Director/Engineer (i/c)

Address : Regional Director, ESIC, Regional Office, Bhubaneswar.

Phone: 06742546380

E-Mail : rd-orissa@esic.nic.in

- 1.4 (a) The ESIC will provide all the available inputs to the Construction agencies. However, ESIC does not assume any responsibility for any loss or financial damages on account of use of such information by Construction agencies. Construction Agencies are advised to collect at their own information for preparation, submission of bids & execution of services before award of work.
- (b) The Construction Agencies shall be responsible for obtaining licenses and permits to carry out all the works.
- 1.5 Construction Agencies shall bear all cost associated with the preparing and submission of their proposals and contract negotiation, site visits etc. The ESIC is not bound to accept any proposal, and reserves the right to annul the selection

process at any time prior to award, without incurring any liability to the Construction Agencies.

## **1.6 Conflict of Interest**

1.6.1 ESIC policy requires that Construction Agencies provide professional, objective, and impartial advice and at all times hold the ESIC's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.2 (i) Without limitation on the generality of the foregoing, Construction Agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below :

### **Conflicting Relationship**

(ii) Construction Agencies ( including its Personnel and Sub — contractors ) that has a business or family relationship with ESIC staff / Member of the Corporation who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the ESIC throughout the selection process and the execution of the Contract.

1.6.3 Construction Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the ESIC, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Construction Agencies or the termination of its Contract any time throughout currency of the work.

1.6.4 No employee of the ESIC shall work for Construction Agency. Recruiting former employees of the ESIC to work is not acceptable to ESIC.

## **1.7 Fraud and Corruption**

1.7.1 The ESIC requires that the Construction Agencies participating in selection process adhere to the highest ethical standards, both during the

selection process and throughout the execution of a contract. In pursuance of this policy, the ESIC:

- (a) Defines, for the purpose of this paragraph, the terms set forth below :
  - "Corrupt Practice" means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection process or in contract execution; " Fraudulent Practice" means a wilful misrepresentation or omission of facts or submission of fake / forged Documents in order to influence a selection process or the execution of a contract;
  - "Collusive Practices" means a scheme or arrangement whether formal or informal, between two or more Cas with or without the knowledge of the ESIC, designed to establish prices at artificial, non competitive levels, submission or non submission of Bids,
  - "Coercive Practices" means harming or threatening too harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) ESIC will reject a proposal for award if it determines that the Construction Agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question ; and
- (c) ESIC will take necessary action against the Construction Agency, including declaring the Construction Agency ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time it is determined that the Construction Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.

### **1.8 Proposal Validity**

The Construction Agencies offer shall remain valid for 90 days after the last date fixed for submission of bid including the extension (s) given, if any.

### **1.9 Final Decision Making Authority**

Regional Director reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

## 1.10 Brief Description & Scope of work

As per details given in Annexure — III

### **14. CLARIFICATION AND AMENDMENT OF BID DOCUMENTS**

2.1 Construction Agencies may request for a clarification in respect of the Bid documents not later than 2 days before the pre-bid meeting date. Any request for clarification must be sent in writing, or by standard electronic means to the ESIC email address i.e. rd-orissa@esic.nic.in. The ESIC will respond in writing, or by standard electronic means and will send written copies of the response ( including an explanation of the query but without disclosing the source of query ) to all Construction Agencies. Should the ESIC deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure under Para 2.2.

However, ESIC reserves the right to respond to the queries after cut off date as mentioned above.

2.2 At any time before the submission of bid, ESIC may modify / amend the bid document and extend the last date of submission / opening of the bid by issuing a corrigendum / addendum.

Any Corrigendum / Addendum thus issued shall form part of bid document. To give the construction Agency reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, ESIC may at its discretion, extend the deadline for the submission / opening of the bid.

### **15. PREPARATION OF BID PROPOSAL**

3.1 In preparing their offer to bid document, Construction Agencies are expected to examine in detail the bid document. The bid shall contain documents stipulated in the bid document.

3.2 The bid proposals, all related correspondence exchanged between the Construction agencies and ESIC and the contract to be signed after award shall be written in the English Language. If required in Hindi/Local languages necessary translations and other requirements of certificated may be done at Regional Office level.

#### **3.3 Documents pertaining to Qualifying Criteria**

Bidder shall have to furnish header line in all the relevant document duly signed on each page on the uploaded documents pertaining to "Qualifying Criteria" as mentioned in Section —3 of bid document.

### **3.4 Financial bid Proposals**

Bid document duly signed on each page by person duly authorized along with Financial Bidas per Section — 4 duly quoted shall be uploaded/filled in online (whichever provision provided in CPPP portal) and shall not include any commercial or technical condition / information. Conditional bid shall be rejected summarily.

#### **a. SUBMISSION, RECEIPT AND OPENING OF BIDS**

- 4.1 The original bid including Financial Bid, shall contain non interlineations or overwriting, except as necessary to correct errors made by the Construction Agency. The person who signed tender documents must initial such corrections.
- 4.2 An authorized representative of the Construction Agencies shall only sign the bid documents. The authorization shall be in the form of a legally enforceable written power of attorney duly authorized as mentioned in clause no. 13(d) of NIT and shall be submitted along with bid.
- 4.3 The ESIC shall open the bid containing documents pertaining to Qualifying Criteria after the deadline and for verification from the originals if any, the Financial bid shall remain securely stored.

#### **b. BID Evaluation**

##### **5.1 Evaluation of Qualifying Criteria**

Qualifying Criteria shall be examined and evaluated by the Committee duly constituted by competent authority based on documents uploaded on CPPP portal. No documents furnished or made available after last date of submission of bid shall be considered for evaluation for meeting qualifying criteria for opening of financial bid.

##### **5.2 Evaluation of Financial Bid**

5.3.1 After the Qualifying Criteria evaluation is completed, the ESIC shall notify in writing to those Construction Agencies who have qualified. Construction Agency's may attend the opening of Financial bid however the same is optional.

5.3.2 The Financial bids of the qualified Construction Agencies shall then be opened in the presence of the Construction Agency's representatives who choose to attend on the date, time and place as mentioned in the NOTICE. The financial bids shall be examined by a Committee duly constituted by Competent Authority.

5.3.3 The final selection shall be based on evaluation of the bids by the Committee constituted for the purpose.

**c. AWARD OF CONTRACT**

6.1 The work shall be generally awarded to the L — 1 Construction Agency whose Centage Charges are found lowest as per due process subject to terms and conditions.

In case the Lowest quoted Centage Charges by Construction Agency of two or more participating firms is the same, in spite of condition mentioned at clause no. 5 of the NIT, the decision of the Regional Director will be final on the process/mode of selection.

The successful bidder shall have to execute the Contract Agreement/MoU as per Standard Contract Agreement/ MoU attached with the bid document as Annexure — IV for taking up this project with ESIC.

Construction Agency has to follow CVC guidelines for awarding/selection of the work to contractors if the work is not executed by them departmentally.

6.2 The successful Construction agency for the purpose of execution of work, progress review and monitoring, shall submit, a detailed work schedule and PERT / CPM indicating completion of all major activities as per the milestones indicated for completion of such activities in the Standard Contract Agreement forming part of Bid Document for consideration and approval by the ESIC. This approved schedule / network shall be pre —requisite for signing of the Contract Agreement and shall form part of the Contract Agreement.

6.3 Performance Bank Guarantee: The successful agency shall submit performance guarantee in the form of Bank Guarantee @10% (or as per GFR to be decided by Regional office) of the budgeted amount and to be kept valid for one and half year from the date prescribed in the bid or adjustment of expenditure statement for the year of the work awarded, whichever is earlier.

**e. CONFIDENTIALITY**

Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the Construction Agencies who submitted the tender or to other persons not officially concerned with the process. The undue use by any Construction Agency of confidential information related to the process may result in the rejection of its tender and may be debarred from participating in future tenders.

f. Default of Contractor: If the performance of the contract is not satisfactory and not corrected within 15 days of receiving notice, then Regional Director shall be at



liberty to terminate the contract and get the work executed through other means at the risk and cost of the Agency.

- g. Amicable Settlement of Disputes: The party shall use their best efforts to settle amicably all disputes arising out of or in connection this contract or the interpretation thereof.
- h. Disputes : Any dispute and differences relating to the meaning of the specifications designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of work or after the completion or abandonment thereof in respect of which :-  
Amicable settlement has not been reached. The dispute shall be referred to the sole decision of the Chief Engineer, ESIC whose decision shall be binding on both the parties.  
In case of dispute still persisting, the matter will be referred for settlement as per Govt. India Guidelines issued vide O.M. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 (as updated or latest amended) on administrative mechanism for resolution of CPSE disputes, through DG, ESIC.
- i. Integrity Pact: The agency shall submit the pre-contract integrity pact as per the Annexure-V duly sealed and signed by the authorized person of the agency along with the technical bid.

### **Other Conditions**

1. Conditional bid will not to be accepted and liable to the summarily rejected.
2. If the Agency fails to attend any complaint or defect in three days and if in the opinion of engineer delay is on the part of Repair and Maintenance agency, ESIC can impose liquidated damages on the Agency.
3. Within two weeks of award of work, the contractor shall submit a Performance Guarantee for proper performance of the Contract in the format given in the bid document in the form of BG for 3 % of the bid / accepted amount. The performance guarantee shall be valid for the duration of the contract period ( including extended period ) plus 60 days. The performance security can be encashed by the Employer to recover any amount which is payable by the contractor to the Employer on any account for a cause arising out of the contract.
4. The ESIC shall not be liable for or in respect of any damages or compensation payable to any workman for death or injury resulting from any act or default of the contractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and expenses whatsoever in respect thereof or in relation thereto.

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

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

Which may arise out of or in consequence of the Repair and Maintenance of the works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

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

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

7. The firm must pay Minimum Wages along with other allowances etc and fulfill all statutory obligations like ESI, EPF etc to All his employees covered under this contract.

#### **8. TIME FRAME FOR ATTENDING COMPLAINTS**

<b>S No</b>	<b>Complaint Type (as defined by ESIC )</b>	<b>Maximum Time within which the complaints are to be attended</b>
1	Emergent Complaints	3 hours
2	Minor Complaints	1 day
3	Major Complaints	3 days
4	Periodical Complaints	5 days

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

- (i) The recovery of Rs **500/- (Rupees Five Hundred Only)** per complaint per day of delay in attending emergency complaints.
- (ii) A recovery of Rs **200/- (Rupees Two Hundred Only)** per complaint per day for delay in attending Major, Minor & periodical complaints beyond the time given as above subject to the decision of Engineer in cahрге.

9. The contractor shall provide uniform with ESIC logo along with name Badge and shoes **within 15 days** of start of work. In the event of non compliance **a recovery of Rs.25/- per day per employee** shall be made. The employee and labours engaged by the contractor under this contract shall wear neat and clean uniforms along with name badges as approved by the concerned engineer. Nothing extra shall be paid on this count.

10. All T&P including ladders, wire drawing equipment, chase cutting equipment, drilling machine megger insulation, earth resistance testing equipment etc. required for the work shall have to be arranged by the contractor No T&P shall be issued by the Department.

11. Contractor shall give the details of complaints attended at least once in a week mandatory to the concerned AE / JE od ESIC.

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

S.No.	Category of Workmen	Rate of Recovery per day per person ( Rs. )	Remarks
1.	Supervisors	2,000/-	In case workmen are found absent for particular hours of the day, the recovery shall be made on pro – rata basis by considering 8 hrs. of the duty in a day.
2.	Highly Skilled	1,500/-	
3.	Skilled	1,200/-	
4.	Semi – Skilled	1,000/-	
5.	Unskilled	800/-	

**13. LIST OF APPROVED MAKES for Civil & Plumbing Works**

Sl. No.	Materials	Approved make
1.	Tiles	
A.	Ceramic Glazed Wall Tiles	JOHNSON, SOMANY, KAJARIA, NITCO,
B.	Ceramic Glazed Floor Tiles	JOHNSON, SOMANY, KAJARIA, NITCO, ASIAN
C.	Chequered Tiles	NITCO, KK MANHOLE & GRATINGS CO. PVT. LTD. , MODERN, ULTRA, UNISTONE &
D.	Rectified Glazed Ceramic Floor Tiles	JOHNSON, SOMANY, KAJARIA, NITCO, ASIAN
E.	Vitrified Tiles	KAJARIA, JOHNSON, MARBIITO, NITCO, ASIAN, SOMANY, RAK
F.	Mosaic Tiles	NITCO, MODERN, SWASTIK

G.	Terrazzo Tiles	NITCO, MODERN, SWASTIK
H.	Glass Mosaic Tiles	ITALIA, NITCO, OPIO
2.	Bathroom Fittings	Jaquar, , MARC, Kohler
3.	Sanitary Ware	Hindware, Neycer, Cera, Parry ware, Kohler
4.	Kitchen Sink (steel)	Neelkanth, Jayna, Nirali
5.	PVC Tank	ISI marked sintex, Sheetal, SPL, Storex, Unitank
6.	Non A.C. Sheets	ISI marked Lotus, Charminar, Uppal, ACC
7.	PVC Cistern	Commander, Duralite, Hindware, Coral, Speed Flow
8.	Fibre Glass sheet and Chajjas	Rooffit of Shiv Shakti fiber udhyog make, Fibreways Technology, Simba
9.	Precast Cement concrete slab	, Nitco, KK MANHOLE & GRATINGS CO. PVT. LTD., KONKRETE PRODUCTS CO
10.	G.I. Sheet	SAIL, Tata shakti, jindal, Swastik
11.	G.I. pipe	ISI marked jindal Hissar, Tata, Prakash,
12.	G.I. fittings	ISI marked Unik, UK, Surya, Prakash,
13.	Structural M.S. Sections I & Channels	ISI marked Tisco, Jindal, Sail, Rana, Rathi
14.	Structural Extruded Sections Tee iron, Angle iron, Flats etc and TMT bars	ISI marked Rana, Tata, Rathi
14a.	Steel work with hot finished welded type tubes for tubular trusses	BST, Jindal, Ravindra, Surya
15.	Block Board & Ply Wood & Lamination Sheet	ISI marked Century, Duro, Greenply, Merino, National Ka
16.	Precast CC Interlocking paver Block, Kerb Stone	Nitco, KK MANHOLE & GRATINGS CO. PVT. LTD., KONKRETE PRODUCTS CO, , Terra Firma,
17.	Precast R.C.C. manhole & gully trap covers, frames and gratings	KK MANHOLE & GRATINGS CO. PVT. LTD., KONKRETE PRODUCTS CO,
18.	Oil bound washable distemper	Berger, Asian, Nerolac, ICI

19.	Acrylic Distemper with or without VOC content	Berger, Asian, Nerolac, ICI
20.	Acrylic Emulsion paint/premium Emulsion paint having VOC content	Berger, Asian, Nerolac, ICI
21.	Exterior Acrylic paint/ Premium acrylic paint	Berger, Asian, Nerolac, ICI
22.	PLASTIC EMULSION PAINT	Berger, Asian, Nerolac
23.	Primer for all work with or without VOC content	Berger, Asian, Nerolac, ICI
24.	Synthetic enamel paint with or without VOC content	Berger, Asian, Nerolac, ICI
25.	Waterproofing cement paint	Berger, Snowcem India Ltd, Asian paints
26.	Cement	OPC 43 Grade/PPC (ISI) ACC, Birla, Jaypee, L&T, Shree, J.K.
27.	Modular kitchen Accessories	Stallion, Sparkle Top, Hettich
28.	Brass Door window fillings	Sigma, Brasses, Bush
29.	Dash Fastner	Hilti, Fisher, Canon
30.	Hydraulic door closer	Hardwyn, Godrej, Dorma
31.	Lock & Latcher	Godrej, Harrison, Plaza, Golden
32.	Cement wall putty	Birla wall care, J.K. wall care
33.	APP	Bitumat co. Ltd., Roflex, STP, Dermabit Apex
34.	Aluminum Sections	Jindal, Hindalco, Indalco
35.	Tile Adhesive as pais 15477	CICO Bal Endura, PIDLITE, FERROUS
36.	Centrifugally Cost & Pipe	NECo, Truform, Tecno sales Corporations
37.	Tempered glass/ glass pan	Modi float, saint Gobain, Asahi
38.	BEVELLED EDGE MIRROR	ATUL, SAINT GOBAIN, MODI GUARD, GOLDEN FISH
39.	PTMT Fittings	Paryag, Wilson
40.	White Cement	J.K. White, Birla White, ACC white cement

41	Structural Steel	Sail ,Tata, Jindal
42	Prelaminated Particle Board	Centuary Ply, Novapan, Kitlam
43	Adhesive	Pidilite, Sika, Thermoshield,
44	Dash Fastener	HILTI,FISCHER,BOSCH
45	S.S. STAIR CASE RAILING	JINDAL STAINLESS STEEL Ltd.,ICICH INDUSTRIES,ESSAL
46	FLOAT GLASS	MODI FLOAT,SAINT GOBAIN,ASAHI
47	GRASS PAVERS	UNISTONE,ULTRA,HINDUSTAN,K.K.
48	VITEROUS CHINA HARDWARE	PARRYWARE,HINDWARE,CERA,NYCER
49	GUN METAL VALVES	LEADER,SAINT,ZOLOTO
50	C.I. MANHOLE COVER	B.C.,RIF,NEECO
51	UPVC PIPE	SUPREME, PRINCE,FINOLEX,PRAKASH
52	BALL VALVES	ZOLOTO,IBP,ARCO
53	MIRROR	ATUL, MODI GUARD, Saint Gobain
54	READY MIX CONCRETE (RMC)	LAFARGE, ALCHON, ACC, L&T, ULTRA TECH
55	UPVC WINODW/DOORS	FENESTA, REHAU, POLYWOOD
56	CPVC PIPE & FITTINGS	AJAY FOLOWGUARD, ASHIRWAD FLOWGUARD
57	POP (PLASTER OF PARIS)	BIRLA WHITE, SAKARNI, JK LAXMI
58	FLUSH DOOR	CENTURY PLY BOARD, NATIONAL PLYWOOD, KITPLY,
59	FRP CHAJJA & DOORS	FIBEREWAYS, FIBRE ENGINEER
60	PVC CISTERN	STEELBIRD, JINDAL, SEABIRD

**14. LIST OF APPROVED MAKES for Electrical Works**

	<b>Description of Items</b>	<b>Make</b>
1.	FRLS PVC Insulated Copper conductor single core cable	Havell's/ Polycab / Finolex
2.	XLPE Insulated, PVC Sheathed Aluminium conductor armoured cable	Havells / CCI /Skytone /Polycab / Grandlay
3.	G.I. box with modular plate / 5/6 Amp switch / 5/6 Amp socket outlet	Anchor AVE/ Legrand Myrius / MK Blenz / Seimens
4.	Steel Conduit	RM Con/NIC/AKG/BEC ISI Marked
5.	Ceiling Fans 1200 mm sweep BEE 5 star rated	Crompton Greaves/ Havells / Orient
6.	Feeder Pillar / Panel	Advance / C&S / AMBIT/ ADLEC/ASPL
7.	Load Bank	Havells / Legrand / HPL
8.	MCB / MCB DB and sheet steel Metal enclosed industrial socket, plug top and Isolators	Legrand / Seimens/ ABB /Havells / L&T / Schneider / C&S / G.E.
9.	MCCB	L&T / Legrand /Siemens / ABB/ Schneider / Havells
10.	LED indication light & push button	BCH / C&S / L&T / Siemens
11.	300 mm Sweep Exhaust Fan 900 rpm heavy duty	Orient /Havells/ Alston/Usha/GE
12.	G.I. Pipe	Tata / Jindal Hisaar / Prakash Surya / Swastik/ Sail
13.	Phase indication light	BCH/ L&T /GE/C&S
14.	LED Luminaries	Philips/ Trilux / Wipro / GE / Osram
15.	LED Smart Bright Extra Batten	Philips Model No. BN021 LED 25S 6500 PSU GRS1 or equivalent in Wipro/Trilux
16.	14 watt LED aesthetically designed liner mirror light	Philips /Wipra / Havells.
17.	21 watt wall mounted LED batten	Wipro Philips /Wipra / Havells
18.	6 watt surface/recess mounted LED	Philips / Trilux / Wipro / Havells.

	luminaire	
19.	12 watt surface mounted LED	Wipro / Philips / Trilux/ Havells
20.	10 watt LED type Bulkhead luminaires	Philips / Trilux / Wipro / Havells.
21.	80 watt street light LED fittings	Wipro /Philips / Trilux/havells
22.	120 watt LED fittings	Wipro /Philips / Trilux/havells
23.	Split AC	Hitechi / Carrier/ Blue Star
24.	5 KVA Stabilizer	Blue bird / Logicstate/ PCI
25.	Octagonal Pole	Valmont/ Philips/ Crompton / Paruthi
26.	Aviation obstruction light fitting	Bajaj Cat no. BJAOL-1 or equivalent Philips/ Greaves / Philips / C&S
27.	Brass compression gland	Commet / Gripwell / Hensel /Dowells
28.	400mm Oscillating wall fan	Havells / Crompton Greaves/Alstom /ALSTOM
29.	70mm dia HDPE pipe	AKG / Duraline / Rex
30.	LED SMD Panel Light	Philips / Trilux / Wipro / Havells.
31.	Hand Drier	Euronics / Dolphy
32.	Pole Box	Sinthex /AKG/MK/ Hansel.
33.	Straight through joint with heat shrinkable kit	M Seal / Denson / Raychem
34.	Paint	Nerolac / Berger / Asian/ Shalimar.
35.	Change Over Switch	C&S / L&T / Seimens/ABB
36.	Geysers	USHA/ Havells/ Recold/Crompton.
37.	Pump motor starter	C&S / L&T / Seimens/ABB.

15. Agency shall be responsible for redressing and complying with the observation of CTE, RTI, CVC/Local Vigilance, Auditors, Statutory Authority, 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 quotations, queries from various constitutional and statutory authorities.

16. Bill checking/ measurement checking is the sole responsibility of executing agency, however ESIC may inspect or monitor the progress, either it self or through third party as and



when it desire for assessing actual progress, quality of work and any other assepts related to the works.

17. Tender may be extended for another 1 year subject to satisfactory work execution of agency and mutual consent of of both agency & ESIC.

18. ESIC Odisha may award any additional work with the same terms and condition to the selected agency on the finalized centage rate.

## QUALIFYING CRITERIA

1. The interested Construction Agencies i.e. 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 MoUD are eligible for participation in the bidding process should meet both the following minimum qualifying criteria:

(i) Works Experience :

Experience of executing similar works ( completed" / ongoing " ) as given below during the last 7 years ending last day of the month previous to the one in which applications are invited :

Three similar works each costing not less than the amount equal to 40 % of estimated / Budgeted cost,

OR

Two similar works each costing not less than the amount equal to 60 % of the estimated / Budgeted cost,

OR

One similar work costing not less than the amount equal to 80 % of the estimated / Budgeted 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 works shall be brought to the current costing level by enhancing the actual value of work at a simple enhancement rate of 7 % per annum calculated from date of completion to last date of receipt of application for bid document.

ii) 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 year. This should be duly certified by Chartered Accountant along with audited Balance Sheets and P & L account.

1.1 Definition of Similar Works

The definition of similar works shall be as under :

Annual Repairs and Maintenance of Buildings like Hospital (not less than 100 bedded) , Dispensary, offices, Staff Quarter with or without residential staff quarters.

AND /OR

Extension / Renovation of Hospital, Dispensary, Staff Quarter with or without residential staff quarters.

( \* Hospital would include standalone Hospital or Hospital as a part of the Medical College Agency must work in Hospital maintenance more than 100 bedded. )

2. Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has :
  1. Made misleading or false representation or deliberately suppressed the information in the forms statements and enclosures required in the eligibility criteria document.
  2. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.
3. Documents to be furnished for evaluation of bids :
  1. Attested copies of G.O. /Orders issued by the Central/State Govt. for establishment of the PSU authorizing for carrying out civil, electrical & building works with applicable jurisdiction.
  2. Copies of certificates in respect of execution / completion of similar works to establish eligibility as mentioned para 1 (i) of this section.
  3. Certificate from Chartered Accountant mentioning financial turnover of last 3 three ) years to establish eligibility as mentioned para 1 (ii) of this section. ESIC reserves the right to seek further details beyond date of opening of bid pertaining to qualifying criteria.
  4. Details in form of the chart mentioning the strength of the organizational setup in the respective state where the ARM works to be undertaken.
  5. Undertaking to submit the Performance Guarantee as stipulated in the bid in the form of Bank Guarantee and to sign an MoU as per the Annexure-IV.
  6. All the above documents and relevant documents to signed by Authorized person as stipulated in clause 13(d) of NIT.

## SECTION 4

### FINANCIAL PROPOSAL

NAME OF WORK : Annual Repair and Maintenance of buildings, services and Operation / Maintenance of Equipment's and plants on deposit mode of works execution basis in the ESI establishment of the ODISHA Region.

NAME OF CONSTRUCTION AGENCY :

S.No.	Description	Centage Charges *
		( in figures & words )
1.	CENTAGE CHARGES ** for execution, supervision of Annual Repair and Maintenance of buildings, services and Operation / Maintenance of Equipment's and plants in the ESI establishment of the Odisha Region / S t a t e .	
	AS PER SCOPE OF WORK AND TERMS AND CONDITIONS OF THE BID & STANDARD CONTRACT AGREEMENT.	

Seal of the Organization  
Signature of the Authorized Signatory

\*To be quoted in percentage of estimated cost with two decimal places greater than zero both in figures and words distinctly.

\*\* 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.

\*\*\* ESIC shall be fully within its powers to test the reasonability of quoted Centage Charges against the benchmarks.

\*\*\*\* 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.

ANNEXURE — I

ACCEPTANCE OF BID CONDITION

( On the Letter Head of the Organization )

To

The Regional Director,

ESI Corporation, Odisha

\_\_\_\_\_

SUB: Annual Repair and Maintenance of buildings, services and Operation / Maintenance of Equipment's and plants in the ESI establishment of the ODISHA REGION.

REF : Bidding Document No.

Sir,

1. 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 & Conditions of Bid Documents and Standard Contract Agreement / MoU in its entirety for the above work.
2. 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.
3. 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.
4. I / We have submitted all the documents as per Notice Inviting Bid.
5. I / We undertake and confirm that similar work (s ) has / have got executed in Departments/ Govt. Organizations. Further that, if such a violation comes to the notice, then I / We shall be debarred for bidding in future forever. Also, if such a 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.

6. 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.

ANNEXURE — II

UNDERTAKING

( On the Letter Head of the Organization )

To

The Regional Director, ESI  
Corporation, Regional Office,  
Bhubaneswar, Odisha.

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SUB: Annual Repair and Maintenance of buildings, services and Operation /  
Maintenance of Equipment's and plants in the ESI establishment of the Odisha  
Region

REF: Bidding Document No. \_\_\_\_\_

Sir,

We undertake that —

1. I / We have no business or any other relationship with any of the ESIC Staff / Member of the Corporation.
2. 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 there is no conflict of interest.
3. I / We have not been debarred or blacklisted by any department / Organization to execute their works.
4. I / We have not suppressed or concealed any information pertaining to works executed by us.
5. I / We have not made any misleading or false representation or deliberately suppressed information in the form of statements and enclosures required for eligibility criterion.
6. 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 undertaking should be signed by the authorized officer of the organization having valid authority letter from competent authority i.e. CMD / MD / Chairman.



### Annexure-III

#### Brief Description & Scope of Work

Employees' State Insurance Corporation (ESIC) is an autonomous body under the aegis of the Ministry of Labour and Employment, Government of India. It is proposed to enter into an agreement/MoU with the selected eligible 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 MoUD for execution Annual Maintenance Contract (Civil & Electrical Work) for one year. 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 consent.

#### Scope of Works:

1. Comprehensive Annual Repairs, Maintenance & Operations of equipments and installations (ARMO) at Odisha Region (ESIC reserves the right to add on or delete any dispensary/ office in the mentioned list). The built-up area and plot area details of the establishments to be undertaken for ARM are as following:

Description		Area Details	
S.No	Establishments i.e. Offices/Hospital/Medical Colleges	Plot Area in Acre. (Approx.)	Built Up area SQM (Approx.)
1.	100bedded ESI Hospital, Chandrasekherpur, Bhubaneswar	4.85	Hos-11535.6, quarter-2593.48

The major plants and equipments to be undertaken for Maintenance & Operations of equipments and installations:

SI. No.	Plant & Equipments	location	Type/Capacity/Make
1	6nos TK Elevator lift, 2nos 1010kva DG Set & all other equipments available in the Hospital	Mentioned As Above	

2. The ESIC will assign the following types of repairs & maintenance works on deposit mode of work execution basis to AGENCY for carrying out comprehensive Repairs & Maintenance of its existing infrastructure comprising of Hospital, Dispensaries, office buildings & Staff Quarters and Services including Equipment and Plants rendering specialized services:

- a. Day to day maintenance of building and services and Annual/Periodical Repair and Maintenance of Buildings & Services.

b. Day to day Operation & Maintenance of Specialized Services.

Note:

*The details of procedures, instructions, conditions, norms & yardsticks etc. are already enumerated in booklet-1. Accordingly, necessary applicable conditions, procedures may be included in the bid documents.*

3. Additional points if any for compliance of local statutory/site conditions etc.

may please be added to this special condition.

4. Manpower attendance register with necessary cross checks is to be maintained properly.

5. Uniform, ID Card, tools & plants, safety gears i.e. gloves, boots etc. to the deployed manpower have to be provided by the agency.

6. The Working Staff should be professionally qualified and must be trained.

7. The site for the work is readily available as the ARMO work is to be carried out in the running hospital / dispensary buildings and their premises having residential buildings and other ancillary structures and the desirous agencies can inspect the Hospital and attached Dispensaries, Staff quarters & Offices Area on any working day.

8. Conditional bids if any shall summarily be rejected.

Regional Director

Employees' State Insurance Corporation,  
(Address & Phone No., E-mail etc. to be inserted)

Annexure-IV

AGREEMENT

The agreement made this day of \_\_\_\_\_ 20 \_\_\_\_\_ between the Employees' State Insurance Corporation having their \_\_\_\_\_ ( hereinafter called the first party of the one part and M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ hereinafter called the second party of the other part ).

Whether the first party have desired to get Repairs and Maintenance of the immovable properties owned by the ESI Corporation in the State of \_\_\_\_\_ done by the second party.

Now, therefore, this agreement sets out the terms and conditions for execution of Repairs and Maintenance of the properties as mentioned above and for making funds available for the same.

The first party agrees to entrust the repair and maintenance work of its various immovable properties, as may be indicated from time to time in the state of \_\_\_\_\_ to the second party and the second party agrees to execute the work of Repair and Maintenance and Special Repairs, if any, required for those properties on the terms and conditions as set out here under :-

1. The Second party will set up a separate wing in their organization having both civil as well as Electrical units under one single authority to exclusively look after the Repair and Maintenance work of ESIC properties. The officer in — charge of this wing will be responsible for ensuring effective and proper Repairs & Maintenance of both civil as well as Electrical works. The estimates will also be submitted in respect of both civil as well as electrical works simultaneously indicating the items required to be executed under the two heads namely Electrical and civil separately.

9. The Second party shall prepare the estimate for Annual Repair and Maintenance requirements for each property ( or a group of properties if so desired by the first party) separately within the rates approved by the first party and submit the same to

the Regional director, ESI Corporation, latest by every year, indicating the specific items of work to be done by the second party in a particular year, in consultation with the Custodian / Occupier of the concerned property / properties.

10. The first party shall release initial deposit@ 30 % of the estimated amount required for Annual Repairs and Maintenance to the second party after sanctioning of the estimate. The remaining amount of the estimate will be released only after receipt of the Expenditure Statements of the previous sanctions duly signed by the Accounts Officer and the Officer In — Charge of the Maintenance wing, created by the second party for this work, accompanied by a certificate from the Occupier / Custodian of the property certifying satisfactory completion of the works done by the second party.

11. Though the norms of expenditure on Annual Repairs & Maintenance of the projects are based on the plinth areas and though the estimates are to be prepared accordingly, the funds released against the estimate shall also be utilized for maintaining external services of the concerned property / properties. However, in some cases of major external services where it is not possible to meet the expenditure on such external services from the plinth area norms of the buildings, a separate estimate for external services shall be prepared and submitted giving full justification for the need for framing such separate estimate. Funds shall be released against such estimate only if necessary approvals are taken by the second party from first party.

12. The estimate for maintenance of electric installations, like water pumping system, Air — conditioning equipment's, lifts, etc. would be framed on the basis of assessment of actual requirement. The actual requirement shall be supported with details of the labour and items for which the funds are required.

13. The periodicity of attending the different items of work will normally be as specified in in the bid document unless otherwise ordered by the first party.

14. The second party or its authorized representative shall inspect each of the properties under its care and suggest means for proper maintenance of the property.

This inspection should be completed within 3 months of the taking over of the property.

15. The second party shall assist the first party in taking over the possession of the properties inter — alia from the previous agency and advise the first party on structural stability and other engineering aspects and take over possession of the same immediately with all inventory, etc.

16. The second party shall make immediate arrangements for deployment of manpower for operation & no. of various Electric installation, pumps, lifts, HVAC, DG sets, STP/ETP etc.

17. The Replacement of Consumables like Bulbs, Tube-lights etc. shall be limited to areas of Office Buildings, Hospital Buildings, Public area of Staff Quarters only. Procurement of these type of consumables inside the staff quarters shall be done by the allot tee himself.

18. The expenditure incurred by the second party on account of the fee payable for Mandatory inspection of installation by the Civil Agencies and the Taxes levied by the Local Bodies will be outside the estimates for Annual Repairs and Maintenance and separate Bill shall be submitted for the same.

19. At the conclusion of the Financial Year, the second party shall submit the expenditure statement of the funds sanctioned and released to them for each of the properties ( or group of properties as the case may be ) separately duly signed by two officers viz. the Accounts Officer / Competent Authority of Accounts Department and the Officer in — charge of the maintenance wing created for this purpose by the second party, along with a certificate of satisfactory completion of the work from the Custodian of the project. In case satisfactory performance during the current year, the contract can be further extended for a period of one year at the same rates and conditions under the ceiling amount prescribed.

20. At the commencement of the year, the second party or its representative, along with the Custodian, will inspect the property, identify the Repairs and Maintenance needed and accord priority to the various items of works to be attended to during the year and completed and the second party, as far as practicable shall strictly adhere to the priorities so fixed by the Occupier / Regional Director, ESI Corporation.

21. The work of essential Repair and Maintenance and operation of essential services shall under no circumstances be held up for temporary delay in release of funds.

22. For each of the properties (or a group of properties so approved by the first party), the second party or its representatives shall maintain a Complaint Book at the service Centre and all complaints will be got entered in the said book which shall be periodically seen by the Officers of the second party and as soon as the work is completed, suitable remarks shall be given in the Register. This Register should also be periodically seen by the Senior Officer of the second party and signed in taken of having seen the same. The book shall also be available for scrutiny of the Regional Director of the first party and / or the Occupier of the property and of their representatives.

23. The second party shall abide by the scheduled Rates as fixed by the first party from time to time for various cities.

24. The second party shall be responsible for ensuring compliance with the various Labour laws that may be in force from time to time. Any liability on account of this and also any liability arising from non — observance of the same shall be met by the second party at its risk and cost.

The wages of the deployed labour falling under plinth area rates and manpower engaged for operating and maintenance of equipment's shall be governed by Minimum Wages Act along with the statutory provisions (like PF, ESI, etc. and other prevalent / mandatory regulations of the concerned State / UT). Monthly statement of the compliance made on ESI/EPF, Labour laws, other Statutory compliances etc. along with the supporting documents shall be submitted to the Regional Director without fail by the maintenance agency.

25. The Construction 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 Construction Agency at its risk and cost. It has to be ensured that the Construction Agency registers themselves as Principal Employers for necessary compliance with the provision of Contract Labour (Regulation & Abolition) Act, 1970 etc. as applicable.

26. GST / Labour Cess etc. if it becomes applicable on Centage / Departmental Charges subsequent to date of signing of agreement in case of the categorization/change in rates of ARM work as a "Service" by Central / State Govt. shall be first paid by the

Construction Agency which shall then be reimbursed/paid as per actual without any Departmental Charges.

27. The second party shall also register themselves as Principal Employer for necessary compliance with the provision of Contract Labour (Regulation & Abolition) Act, 1970 as applicable.

28. in case of the unsatisfactory performance of the second party during the financial year, notice will be served for termination of the Agreement / MoU shall be taken up as per the clauses of the agreement by forfeiting the Performance Guarantee and the new Agency will be fixed at the risk & cost of the second party.

29. The first party can withdraw the work from the second party at any time after giving three months' notice without assigning any reason thereof and if the second party wishes to discontinue the work of the Repair and Maintenance, the second party shall give three months' notice of their intention to discontinue the work. In such an event, the first party will not accept any liability on account of workers engaged by the second party and on any other account.

#### Redressal of Disputes

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

Amicable settlement has not been reached. The dispute shall be referred to the sole decision of the Chief Engineer, ESIC whose decision shall be binding on both the parties.

In case of dispute still persisting, the matter will be referred for settlement as per Govt. India Guidelines issued vide O.M. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 (as updated or latest amended) on administrative mechanism for resolution of CPSE disputes, through DG, ESIC.

For and on behalf of PSU

Signature

Name

Designation

Witness 1

Signature

Name

Designation

Date:

Place:

For and on behalf of ESIC

Signature

Name

Designation

Witness 2

Signature

Name

Designation







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



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

Tender No. 04/2022/PMD/ESIC/RO ODISHA

Dated : \_\_\_\_\_

### **NOTICE INVITING TENDER**

Employees' State Insurance Corporation (ESIC) is an Autonomous Body has invites online bid offer for Centage Charges on percentage basis from eligible Central / State/Public Sector Undertaking (PSU) / Autonomous Bodies for taking up the Annual Repair and Maintenance(civil & electrical) of buildings, services and Operation / Maintenance of Equipment's and plants on deposit mode of work execution basis in the ESI establishment of the Odisha Region / State for one year. The contract of work has an option to extend for further period of one-year subject to satisfactory performance of the agency during the contract period with mutual consent.

1. Details are given below:

NIT No.	
Name of the Work	Annual Repair and Maintenance of buildings, services and Operation Maintenance of Equipment's and plants in
Client / Owner	EMPLOYEES STATEINSURANCE CORPORATION
Annual Budget amount for the ARM works	Rs. 1,37,23,829/-
Earnest Money deposit(optional to be decided by RO)	Rs.Nil
(Cost of Tender document (optional to be decided by RO)	Rs.Nil
Date of Tender Document available to parties to download	14.11.2022 3.00pm
Starting date of e-tender for submission of online Techno Commercial Bid and Price Bid	14.11.2022 1.00pm
Ending date of e-tender for submission of online Techno Commercial Bid and Price Bid	05.12.2022, 1.00 PM
Date and time of openingof Techno Commercial Bid	05.12.2022, 3.00 PM.

Date and Time of opening of Price Bid	7.12.2022, 3.00PM
Contract Period	1 year
Validity of Offer	90 days after the last date fixed for submission of bid including the extension (s) given, if any

Details of estimate site wise:-

Sl. No.	Name of the Site	Civil (Rs.)	Electrical (Rs.)	Total
	<b>Tender-3</b>			
1	75 Bedded ESI Hospital, Branch Office, Staff Colony Choudwar, Cuttack	5455865	4315961	9771826
2	Dispensary & Staff Colony TPM, Cuttack	738121	286946	1025067
3	Dispensary, Branch Office & Staff Colony Jagatpur, Cuttack	1305812	1621124	2926936
	<b>TOTAL (Inclusive of GST)</b>			<b>13723829/-</b>

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

*Note: This NIT may also be uploaded in ESIC website and Notice Boards of the Regional Office & Hospitals etc. for wide publicity.*

Note : 1. Wherever the word "ESIC" is mentioned it refers to Regional Office/Regional Director Bhubaneswar

2. The intending bidder(s) must read the terms and conditions carefully. They should only submit their bid if eligible and in possession of all the documents required.
3. Information and instructions for bidders available in document shall form part of agreement.
4. The bid document consisting of instructions to bidders, scope of work and other conditions to be complied are available at the website <https://eprocure.gov.in/eprocure/app>.
5. Construction Agency must ensure to quote rate in percentage only in appropriate column up to 2 (two) Decimals and these decimals should be greater than zero.
6. Not withstanding anything stated above, ESIC reserves the right to assess the capabilities and capacity of the bidders to perform the contract in the overall interest of ESIC.

7. The bidder(s) / are required to quote strictly as per the terms and conditions, specifications, standards given in the bid documents and not to stipulate any deviations.
8. The bidder(s), if required, may submit questions in writing to seek clarifications 24 Hrs before the notified pre-bid meeting date, to the Office of Regional Director, esic, bhubaneswar or may visit the said office during the office hours on working days, Contact No. 06742546380 and submit.
9. Pre — bid conference shall be held on date, time and place as mentioned in the Notice to clarify queries of intending bidders if required for submission of bid for the work to be undertaken.
10. ESIC reserves the right to reject any or all tenders or cancel / withdraw the invitation for Bids without assigning any reason whatsoever and in such case no bidder / intending Construction Agency shall have any claim arising out of such action.
11. Set of Bid Documents:

The following documents will constitute set of tender documents:

SECTION-1	Notice Inviting Bid
SECTION-2	Instructions to Construction Agency
SECTION3	Qualifying Criteria
SECTION-4	Financial Proposal

## 12. Bidding Process

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

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

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

## 13. Mode of Submission

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

A. Letter of acceptance of terms and conditions of bidding document in the prescribed format as per Annexure — I and undertaking as per format given in Annexure — II.

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

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

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

- c. Authority letter issued by the Competent Authority i.e. CMD / MD / Chairman for signing the bid document.
- d. No Proposals/Documents will be received/uploaded after the prescribed date & time.

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

14. The bid for the works shall remain open for acceptance for a period of 90 days from the last date of submission of bid including the extension given, if any. In case any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the ESIC, ESIC shall, without prejudice to any other right or remedy, be at liberty to debar them from participation. Further, they shall also not be allowed to participate in the re-bidding, if any.
15. The acceptance of any or all bid(s) will rest with the ESIC who does not bind itself to accept the lowest bid and / or reserves to itself the right to reject any or all of the bids received without assigning any reason thereof.
16. Date of Start of work shall be reckoned from details in award letter or handing over of site whichever is later. Signing of Contract Agreement and submission of valid Performance Bank Guarantee shall be followed with.
17. The Award of work, Execution and Completion of work shall be governed by documents consisting of ( but not limited to ) Letter of Award / Work Order, Bid, MoU and Bid Document. The bidders shall be deemed to have gone through the various conditions while making / preparing their proposal & submitting the Bid.
18. In case, any misrepresentation / falsification is noticed in copies of documents submitted, then the bid submitted shall become invalid. ESIC shall, without prejudice to any other right or remedy, be at liberty to disallow the agency from future participation.

(Regional Director)  
ESIC, RO Bhubaneswar

## **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 / email 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. Bidder to 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 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
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 for a tender or the relevant contact person indicated in the tender.

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

## SECTION-2

### INSTRUCTIONS TO CONSTRUCTION AGENCY

#### 1. INTRODUCTION

- 1.1 The Central/ State Govt Organization / Public Sector Undertaking (PSU's) are only eligible to participate in the Bid.
- 1.2 Construction Agencies are invited to submit a financial bid along with documents pertaining to qualifying criteria. The bid will be the basis of technical discussions / negotiations, if required and ultimately for a signed Contract/MoU with the selected Construction Agencies on deposit mode of work execution basis.
- 1.3 Construction Agencies should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first — hand information on the assignment and local conditions, Construction Agencies may visit the site before submitting a proposal. Construction Agency or his authorized representative should contact the following regarding site specific information and site visit enquiry, if required.

Contact : Regional Director/Engineer (i/c)

Address : Regional Director, ESIC, Regional Office, Bhubaneswar.

Phone: 06742546380

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E-Mail : rd-orissa@esic.nic.in

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- 1.4 (a) The ESIC will provide all the available inputs to the Construction agencies. However, ESIC does not assume any responsibility for any loss or financial damages on account of use of such information by Construction agencies. Construction Agencies are advised to collect at their own information for preparation, submission of bids & execution of services before award of work.
- (b) The Construction Agencies shall be responsible for obtaining licenses and permits to carry out all the works.
- 1.5 Construction Agencies shall bear all cost associated with the preparing and submission of their proposals and contract negotiation, site visits etc. The ESIC is not bound to accept any proposal, and reserves the right to annul the selection

process at any time prior to award, without incurring any liability to the Construction Agencies.

## **1.6 Conflict of Interest**

1.6.1 ESIC policy requires that Construction Agencies provide professional, objective, and impartial advice and at all times hold the ESIC's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.2 (i) Without limitation on the generality of the foregoing, Construction Agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below :

### **Conflicting Relationship**

(ii) Construction Agencies ( including its Personnel and Sub — contractors ) that has a business or family relationship with ESIC staff / Member of the Corporation who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the ESIC throughout the selection process and the execution of the Contract.

1.6.3 Construction Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the ESIC, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Construction Agencies or the termination of its Contract any time throughout currency of the work.

1.6.4 No employee of the ESIC shall work for Construction Agency. Recruiting former employees of the ESIC to work is not acceptable to ESIC.

## **1.7 Fraud and Corruption**

1.7.1 The ESIC requires that the Construction Agencies participating in selection process adhere to the highest ethical standards, both during the

selection process and throughout the execution of a contract. In pursuance of this policy, the ESIC:

- (a) Defines, for the purpose of this paragraph, the terms set forth below :
  - "Corrupt Practice" means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection process or in contract execution; " Fraudulent Practice" means a wilful misrepresentation or omission of facts or submission of fake / forged Documents in order to influence a selection process or the execution of a contract;
  - "Collusive Practices" means a scheme or arrangement whether formal or informal, between two or more Cas with or without the knowledge of the ESIC, designed to establish prices at artificial, non competitive levels, submission or non submission of Bids,
  - "Coercive Practices" means harming or threatening too harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) ESIC will reject a proposal for award if it determines that the Construction Agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question ; and
- (c) ESIC will take necessary action against the Construction Agency, including declaring the Construction Agency ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time it is determined that the Construction Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.

### **1.8 Proposal Validity**

The Construction Agencies offer shall remain valid for 90 days after the last date fixed for submission of bid including the extension (s) given, if any.

### **1.9 Final Decision Making Authority**

Regional Director reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

## 1.10 Brief Description & Scope of work

As per details given in Annexure — III

### **14. CLARIFICATION AND AMENDMENT OF BID DOCUMENTS**

2.1 Construction Agencies may request for a clarification in respect of the Bid documents not later than 2 days before the pre-bid meeting date. Any request for clarification must be sent in writing, or by standard electronic means to the ESIC email address i.e. rd-orissa@esic.nic.in. The ESIC will respond in writing, or by standard electronic means and will send written copies of the response ( including an explanation of the query but without disclosing the source of query ) to all Construction Agencies. Should the ESIC deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure under Para 2.2.

However, ESIC reserves the right to respond to the queries after cut off date as mentioned above.

2.2 At any time before the submission of bid, ESIC may modify / amend the bid document and extend the last date of submission / opening of the bid by issuing a corrigendum / addendum.

Any Corrigendum / Addendum thus issued shall form part of bid document. To give the construction Agency reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, ESIC may at its discretion, extend the deadline for the submission / opening of the bid.

### **15. PREPARATION OF BID PROPOSAL**

3.1 In preparing their offer to bid document, Construction Agencies are expected to examine in detail the bid document. The bid shall contain documents stipulated in the bid document.

3.2 The bid proposals, all related correspondence exchanged between the Construction agencies and ESIC and the contract to be signed after award shall be written in the English Language. If required in Hindi/Local languages necessary translations and other requirements of certificated may be done at Regional Office level.

#### **3.3 Documents pertaining to Qualifying Criteria**

Bidder shall have to furnish header line in all the relevant document duly signed on each page on the uploaded documents pertaining to "Qualifying Criteria" as mentioned in Section —3 of bid document.

### **3.4 Financial bid Proposals**

Bid document duly signed on each page by person duly authorized along with Financial Bidas per Section — 4 duly quoted shall be uploaded/filled in online (whichever provision provided in CPPP portal) and shall not include any commercial or technical condition / information. Conditional bid shall be rejected summarily.

#### **a. SUBMISSION, RECEIPT AND OPENING OF BIDS**

- 4.1 The original bid including Financial Bid, shall contain non interlineations or overwriting, except as necessary to correct errors made by the Construction Agency. The person who signed tender documents must initial such corrections.
- 4.2 An authorized representative of the Construction Agencies shall only sign the bid documents. The authorization shall be in the form of a legally enforceable written power of attorney duly authorized as mentioned in clause no. 13(d) of NIT and shall be submitted along with bid.
- 4.3 The ESIC shall open the bid containing documents pertaining to Qualifying Criteria after the deadline and for verification from the originals if any, the Financial bid shall remain securely stored.

#### **b. BID Evaluation**

##### **5.1 Evaluation of Qualifying Criteria**

Qualifying Criteria shall be examined and evaluated by the Committee duly constituted by competent authority based on documents uploaded on CPPP portal. No documents furnished or made available after last date of submission of bid shall be considered for evaluation for meeting qualifying criteria for opening of financial bid.

##### **5.2 Evaluation of Financial Bid**

5.3.1 After the Qualifying Criteria evaluation is completed, the ESIC shall notify in writing to those Construction Agencies who have qualified. Construction Agency's may attend the opening of Financial bid however the same is optional.

5.3.2 The Financial bids of the qualified Construction Agencies shall then be opened in the presence of the Construction Agency's representatives who choose to attend on the date, time and place as mentioned in the NOTICE. The financial bids shall be examined by a Committee duly constituted by Competent Authority.

5.3.3 The final selection shall be based on evaluation of the bids by the Committee constituted for the purpose.

**c. AWARD OF CONTRACT**

6.1 The work shall be generally awarded to the L — 1 Construction Agency whose Centage Charges are found lowest as per due process subject to terms and conditions.

In case the Lowest quoted Centage Charges by Construction Agency of two or more participating firms is the same, in spite of condition mentioned at clause no. 5 of the NIT, the decision of the Regional Director will be final on the process/mode of selection.

The successful bidder shall have to execute the Contract Agreement/MoU as per Standard Contract Agreement/ MoU attached with the bid document as Annexure — IV for taking up this project with ESIC.

Construction Agency has to follow CVC guidelines for awarding/selection of the work to contractors if the work is not executed by them departmentally.

6.2 The successful Construction agency for the purpose of execution of work, progress review and monitoring, shall submit, a detailed work schedule and PERT / CPM indicating completion of all major activities as per the milestones indicated for completion of such activities in the Standard Contract Agreement forming part of Bid Document for consideration and approval by the ESIC. This approved schedule / network shall be pre —requisite for signing of the Contract Agreement and shall form part of the Contract Agreement.

6.3 Performance Bank Guarantee: The successful agency shall submit performance guarantee in the form of Bank Guarantee @10% (or as per GFR to be decided by Regional office) of the budgeted amount and to be kept valid for one and half year from the date prescribed in the bid or adjustment of expenditure statement for the year of the work awarded, whichever is earlier.

**e. CONFIDENTIALITY**

Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the Construction Agencies who submitted the tender or to other persons not officially concerned with the process. The undue use by any Construction Agency of confidential information related to the process may result in the rejection of its tender and may be debarred from participating in future tenders.

f. Default of Contractor: If the performance of the contract is not satisfactory and not corrected within 15 days of receiving notice, then Regional Director shall be at

liberty to terminate the contract and get the work executed through other means at the risk and cost of the Agency.

- g. Amicable Settlement of Disputes: The party shall use their best efforts to settle amicably all disputes arising out of or in connection this contract or the interpretation thereof.
- h. Disputes : Any dispute and differences relating to the meaning of the specifications designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of work or after the completion or abandonment thereof in respect of which :-  
Amicable settlement has not been reached. The dispute shall be referred to the sole decision of the Chief Engineer, ESIC whose decision shall be binding on both the parties.  
In case of dispute still persisting, the matter will be referred for settlement as per Govt. India Guidelines issued vide O.M. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 (as updated or latest amended) on administrative mechanism for resolution of CPSE disputes, through DG, ESIC.
- i. Integrity Pact: The agency shall submit the pre-contract integrity pact as per the Annexure-V duly sealed and signed by the authorized person of the agency along with the technical bid.

### **Other Conditions**

1. Conditional bid will not to be accepted and liable to the summarily rejected.
2. If the Agency fails to attend any complaint or defect in three days and if in the opinion of engineer delay is on the part of Repair and Maintenance agency, ESIC can impose liquidated damages on the Agency.
3. Within two weeks of award of work, the contractor shall submit a Performance Guarantee for proper performance of the Contract in the format given in the bid document in the form of BG for 3 % of the bid / accepted amount. The performance guarantee shall be valid for the duration of the contract period ( including extended period ) plus 60 days. The performance security can be encashed by the Employer to recover any amount which is payable by the contractor to the Employer on any account for a cause arising out of the contract.
4. The ESIC shall not be liable for or in respect of any damages or compensation payable to any workman for death or injury resulting from any act or default of the contractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and expenses whatsoever in respect thereof or in relation thereto.



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

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

Which may arise out of or in consequence of the Repair and Maintenance of the works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

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

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

7. The firm must pay Minimum Wages along with other allowances etc and fulfill all statutory obligations like ESI, EPF etc to All his employees covered under this contract.

#### **8. TIME FRAME FOR ATTENDING COMPLAINTS**

<b>S No</b>	<b>Complaint Type (as defined by ESIC )</b>	<b>Maximum Time within which the complaints are to be attended</b>
1	Emergent Complaints	3 hours
2	Minor Complaints	1 day
3	Major Complaints	3 days
4	Periodical Complaints	5 days

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

- (i) The recovery of Rs **500/-(Rupees Five Hundred Only)** per complaint per day of delay in attending emergency complaints.
- (ii) A recovery of Rs **200/-(Rupees Two Hundred Only)** per complaint per day for delay in attending Major, Minor & periodical complaints beyond the time given as above subject to the decision of Engineer in cahрге.

9. The contractor shall provide uniform with ESIC logo along with name Badge and shoes **within 15 days** of start of work. In the event of non compliance **a recovery of Rs.25/- per day per employee** shall be made. The employee and labours engaged by the contractor under this contract shall wear neat and clean uniforms along with name badges as approved by the concerned engineer. Nothing extra shall be paid on this count.

10. All T&P including ladders, wire drawing equipment, chase cutting equipment, drilling machine megger insulation, earth resistance testing equipment etc. required for the work shall have to be arranged by the contractor No T&P shall be issued by the Department.

11. Contractor shall give the details of complaints attended at least once in a week mandatory to the concerned AE / JE od ESIC.

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

S.No.	Category of Workmen	Rate of Recovery per day per person ( Rs. )	Remarks
1.	Supervisors	2,000/-	In case workmen are found absent for particular hours of the day, the recovery shall be made on pro – rata basis by considering 8 hrs. of the duty in a day.
2.	Highly Skilled	1,500/-	
3.	Skilled	1,200/-	
4.	Semi – Skilled	1,000/-	
5.	Unskilled	800/-	

**13. LIST OF APPROVED MAKES for Civil & Plumbing Works**

Sl. No.	Materials	Approved make
1.	Tiles	
A.	Ceramic Glazed Wall Tiles	JOHNSON, SOMANY, KAJARIA, NITCO,
B.	Ceramic Glazed Floor Tiles	JOHNSON, SOMANY, KAJARIA, NITCO, ASIAN
C.	Chequered Tiles	NITCO, KK MANHOLE & GRATINGS CO. PVT. LTD. , MODERN, ULTRA, UNISTONE &
D.	Rectified Glazed Ceramic Floor Tiles	JOHNSON, SOMANY, KAJARIA, NITCO, ASIAN
E.	Vitrified Tiles	KAJARIA, JOHNSON, MARBIITO, NITCO, ASIAN, SOMANY, RAK
F.	Mosaic Tiles	NITCO, MODERN, SWASTIK

G.	Terrazzo Tiles	NITCO, MODERN, SWASTIK
H.	Glass Mosaic Tiles	ITALIA, NITCO, OPIO
2.	Bathroom Fittings	Jaquar, , MARC, Kohler
3.	Sanitary Ware	Hindware, Neycer, Cera, Parry ware, Kohler
4.	Kitchen Sink (steel)	Neelkanth, Jayna, Nirali
5.	PVC Tank	ISI marked sintex, Sheetal, SPL, Storex, Unitank
6.	Non A.C. Sheets	ISI marked Lotus, Charminar, Uppal, ACC
7.	PVC Cistern	Commander, Duralite, Hindware, Coral, Speed Flow
8.	Fibre Glass sheet and Chajjas	Rooffit of Shiv Shakti fiber udhyog make, Fibreways Technology, Simba
9.	Precast Cement concrete slab	, Nitco, KK MANHOLE & GRATINGS CO. PVT. LTD., KONKRETE PRODUCTS CO
10.	G.I. Sheet	SAIL, Tata shakti, jindal, Swastik
11.	G.I. pipe	ISI marked jindal Hissar, Tata, Prakash,
12.	G.I. fittings	ISI marked Unik, UK, Surya, Prakash,
13.	Structural M.S. Sections I & Channels	ISI marked Tisco, Jindal, Sail, Rana, Rathi
14.	Structural Extruded Sections Tee iron, Angle iron, Flats etc and TMT bars	ISI marked Rana, Tata, Rathi
14a.	Steel work with hot finished welded type tubes for tubular trusses	BST, Jindal, Ravindra, Surya
15.	Block Board & Ply Wood & Lamination Sheet	ISI marked Century, Duro, Greenply, Merino, National Ka
16.	Precast CC Interlocking paver Block, Kerb Stone	Nitco, KK MANHOLE & GRATINGS CO. PVT. LTD., KONKRETE PRODUCTS CO, , Terra Firma,
17.	Precast R.C.C. manhole & gully trap covers, frames and gratings	KK MANHOLE & GRATINGS CO. PVT. LTD., KONKRETE PRODUCTS CO,
18.	Oil bound washable distemper	Berger, Asian, Nerolac, ICI

19.	Acrylic Distemper with or without VOC content	Berger, Asian, Nerolac, ICI
20.	Acrylic Emulsion paint/premium Emulsion paint having VOC content	Berger, Asian, Nerolac, ICI
21.	Exterior Acrylic paint/ Premium acrylic paint	Berger, Asian, Nerolac, ICI
22.	PLASTIC EMULSION PAINT	Berger, Asian, Nerolac
23.	Primer for all work with or without VOC content	Berger, Asian, Nerolac, ICI
24.	Synthetic enamel paint with or without VOC content	Berger, Asian, Nerolac, ICI
25.	Waterproofing cement paint	Berger, Snowcem India Ltd, Asian paints
26.	Cement	OPC 43 Grade/PPC (ISI) ACC, Birla, Jaypee, L&T, Shree, J.K.
27.	Modular kitchen Accessories	Stallion, Sparkle Top, Hettich
28.	Brass Door window fillings	Sigma, Brasses, Bush
29.	Dash Fastner	Hilti, Fisher, Canon
30.	Hydraulic door closer	Hardwyn, Godrej, Dorma
31.	Lock & Latcher	Godrej, Harrison, Plaza, Golden
32.	Cement wall putty	Birla wall care, J.K. wall care
33.	APP	Bitumat co. Ltd., Roflex, STP, Dermabit Apex
34.	Aluminum Sections	Jindal, Hindalco, Indalco
35.	Tile Adhesive as pais 15477	CICO Bal Endura, PIDLITE, FERROUS
36.	Centrifugally Cost & Pipe	NECo, Truform, Tecno sales Corporations
37.	Tempered glass/ glass pan	Modi float, saint Gobain, Asahi
38.	BEVELLED EDGE MIRROR	ATUL, SAINT GOBAIN, MODI GUARD, GOLDEN FISH
39.	PTMT Fittings	Paryag, Wilson
40.	White Cement	J.K. White, Birla White, ACC white cement

41	Structural Steel	Sail ,Tata, Jindal
42	Prelaminated Particle Board	Centuary Ply, Novapan, Kitlam
43	Adhesive	Pidilite, Sika, Thermoshield,
44	Dash Fastener	HILTI,FISCHER,BOSCH
45	S.S. STAIR CASE RAILING	JINDAL STAINLESS STEEL Ltd.,ICICH INDUSTRIES,ESSAL
46	FLOAT GLASS	MODI FLOAT,SAINT GOBAIN,ASAHI
47	GRASS PAVERS	UNISTONE,ULTRA,HINDUSTAN,K.K.
48	VITEROUS CHINA HARDWARE	PARRYWARE,HINDWARE,CERA,NYCER
49	GUN METAL VALVES	LEADER,SAINT,ZOLOTO
50	C.I. MANHOLE COVER	B.C.,RIF,NEECO
51	UPVC PIPE	SUPREME, PRINCE,FINOLEX,PRAKASH
52	BALL VALVES	ZOLOTO,IBP,ARCO
53	MIRROR	ATUL, MODI GUARD, Saint Gobain
54	READY MIX CONCRETE (RMC)	LAFARGE, ALCHON, ACC, L&T, ULTRA TECH
55	UPVC WINODW/DOORS	FENESTA, REHAU, POLYWOOD
56	CPVC PIPE & FITTINGS	AJAY FOLOWGUARD, ASHIRWAD FLOWGUARD
57	POP (PLASTER OF PARIS)	BIRLA WHITE, SAKARNI, JK LAXMI
58	FLUSH DOOR	CENTURY PLY BOARD, NATIONAL PLYWOOD, KITPLY,
59	FRP CHAJJA & DOORS	FIBEREWAYS, FIBRE ENGINEER
60	PVC CISTERN	STEELBIRD, JINDAL, SEABIRD

**14. LIST OF APPROVED MAKES for Electrical Works**

	<b>Description of Items</b>	<b>Make</b>
1.	FRLS PVC Insulated Copper conductor single core cable	Havell's/ Polycab / Finolex
2.	XLPE Insulated, PVC Sheathed Aluminium conductor armoured cable	Havells / CCI /Skytone /Polycab / Grandlay
3.	G.I. box with modular plate / 5/6 Amp switch / 5/6 Amp socket outlet	Anchor AVE/ Legrand Myrius / MK Blenz / Seimens
4.	Steel Conduit	RM Con/NIC/AKG/BEC ISI Marked
5.	Ceiling Fans 1200 mm sweep BEE 5 star rated	Crompton Greaves/ Havells / Orient
6.	Feeder Pillar / Panel	Advance / C&S / AMBIT/ ADLEC/ASPL
7.	Load Bank	Havells / Legrand / HPL
8.	MCB / MCB DB and sheet steel Metal enclosed industrial socket, plug top and Isolators	Legrand / Seimens/ ABB /Havells / L&T / Schneider / C&S / G.E.
9.	MCCB	L&T / Legrand /Siemens / ABB/ Schneider / Havells
10.	LED indication light & push button	BCH/ C&S / L&T / Siemens
11.	300 mm Sweep Exhaust Fan 900 rpm heavy duty	Orient /Havells/ Alston/Usha/GE
12.	G.I. Pipe	Tata / Jindal Hisaar / Prakash Surya / Swastik/ Sail
13.	Phase indication light	BCH/ L&T /GE/C&S
14.	LED Luminaries	Philips/ Trilux / Wipro / GE / Osram
15.	LED Smart Bright Extra Batten	Philips Model No. BN021 LED 25S 6500 PSU GRS1 or equivalent in Wipro/Trilux
16.	14 watt LED aesthetically designed liner mirror light	Philips /Wipra / Havells.
17.	21 watt wall mounted LED batten	Wipro Philips /Wipra / Havells
18.	6 watt surface/recess mounted LED	Philips / Trilux / Wipro / Havells.

	luminaire	
19.	12 watt surface mounted LED	Wipro / Philips / Trilux/ Havells
20.	10 watt LED type Bulkhead luminaires	Philips / Trilux / Wipro / Havells.
21.	80 watt street light LED fittings	Wipro /Philips / Trilux/havells
22.	120 watt LED fittings	Wipro /Philips / Trilux/havells
23.	Split AC	Hitechi / Carrier/ Blue Star
24.	5 KVA Stabilizer	Blue bird / Logicstate/ PCI
25.	Octagonal Pole	Valmont/ Philips/ Crompton / Paruthi
26.	Aviation obstruction light fitting	Bajaj Cat no. BJAOL-1 or equivalent Philips/ Greaves / Philips / C&S
27.	Brass compression gland	Commet / Gripwell / Hensel /Dowells
28.	400mm Oscillating wall fan	Havells / Crompton Greaves/Alstom /ALSTOM
29.	70mm dia HDPE pipe	AKG / Duraline / Rex
30.	LED SMD Panel Light	Philips / Trilux / Wipro / Havells.
31.	Hand Drier	Euronics / Dolphy
32.	Pole Box	Sinthex /AKG/MK/ Hansel.
33.	Straight through joint with heat shrinkable kit	M Seal / Denson / Raychem
34.	Paint	Nerolac / Berger / Asian/ Shalimar.
35.	Change Over Switch	C&S / L&T / Seimens/ABB
36.	Geysers	USHA/ Havells/ Recold/Crompton.
37.	Pump motor starter	C&S / L&T / Seimens/ABB.

15. Agency shall be responsible for redressing and complying with the observation of CTE, RTI, CVC/Local Vigilance, Auditors, Statutory Authority, 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 quotations, queries from various constitutional and statutory authorities.

16. Bill checking/ measurement checking is the sole responsibility of executing agency, however ESIC may inspect or monitor the progress, either it self or through third party as and

when it desire for assessing actual progress, quality of work and any other assepts related to the works.

17. Tender may be extended for another 1 year subject to satisfactory work execution of agency and mutual consent of of both agency & ESIC.

18. ESIC Odisha may award any additional work with the same terms and condition to the selected agency on the finalized centage rate.



### SECTION 3

#### Qualifying Criteria

1. The interested Construction Agencies i.e. 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 MoUD are eligible for participation in the bidding process should meet both the following minimum qualifying criteria:

- (i) Works Experience :

Experience of executing similar works ( completed" / ongoing " ) as given below during the last 7 years ending last day of the month previous to the one in which applications are invited :

Three similar works each costing not less than the amount equal to 40 % of estimated / Budgeted cost,

OR

Two similar works each costing not less than the amount equal to 60 % of the estimated / Budgeted cost,

OR

One similar work costing not less than the amount equal to 80 % of the estimated / Budgeted 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 works shall be brought to the current costing level by enhancing the actual value of work at a simple enhancement rate of 7 % per annum calculated from date of completion to last date of receipt of application for bid document.

### 1.1 Definition of Similar Works

The definition of similar works shall be as under :

Annual Repairs and Maintenance of Buildings like Hospital (not less than 100 bedded) , Dispensary, offices, Staff Quarter with or without residential staff quarters.

AND /OR

Extension / Renovation of Hospital, Dispensary, Staff Quarter with or without residential staff quarters.

( \* Hospital would include standalone Hospital or Hospital as a part of the Medical College Agency must work in Hospital maintenance more than 100 bedded. )

2. Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has :

1. Made misleading or false representation or deliberately suppressed the information in the forms statements and enclosures required in the eligibility criteria document.

2. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

3. Documents to be furnished for evaluation of bids :

1. Attested copies of G.O. /Orders issued by the Central/State Govt. for establishment of the PSU authorizing for carrying out civil, electrical & building works with applicable jurisdiction.

2. Copies of certificates in respect of execution / completion of similar works to establish eligibility as mentioned para 1 (i) of this section.

3. Certificate from Chartered Accountant mentioning financial turnover of last 3 three ) years to establish eligibility as mentioned para 1 (ii) of this section. ESIC reserves the right to seek further details beyond date of opening of bid pertaining to qualifying criteria.

4. Details in form of the chart mentioning the strength of the organizational setup in the respective state where the ARM works to be undertaken.

5. Undertaking to submit the Performance Guarantee as stipulated in the bid in the form of Bank Guarantee and to sign an MoU as per the Annexure-IV.

6. All the above documents and relevant documents to signed by Authorized person as stipulated in clause 13(d) of NIT.

# SECTION 4

## FINANCIAL PROPOSAL

NAME OF WORK : Annual Repair and Maintenance of buildings, services and Operation / Maintenance of Equipment's and plants on deposit mode of works execution basis in the ESI establishment of the ODISHA Region.

NAME OF CONSTRUCTION AGENCY :

S.No.	Description	Centage Charges *
		( in figures & words )
1.	CENTAGE CHARGES ** for execution, supervision of Annual Repair and Maintenance of buildings, services and Operation / Maintenance of Equipment's and plants in the ESI establishment of the Odisha Region / S t a t e .	
	AS PER SCOPE OF WORK AND TERMS AND CONDITIONS OF THE BID & STANDARD CONTRACT AGREEMENT.	

Seal of the Organization  
Signature of the Authorized Signatory

\*To be quoted in percentage of estimated cost with two decimal places greater than zero both in figures and words distinctly.

\*\* 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.

\*\*\* ESIC shall be fully within its powers to test the reasonability of quoted Centage Charges against the benchmarks.

\*\*\*\* 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.

ANNEXURE — I

ACCEPTANCE OF BID CONDITION

( On the Letter Head of the Organization )

To

The Regional Director,

ESI Corporation, Odisha

\_\_\_\_\_

SUB: Annual Repair and Maintenance of buildings, services and Operation / Maintenance of Equipment's and plants in the ESI establishment of the ODISHA REGION.

REF : Bidding Document No.

Sir,

1. 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 & Conditions of Bid Documents and Standard Contract Agreement / MoU in its entirety for the above work.
2. 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.
3. 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.
4. I / We have submitted all the documents as per Notice Inviting Bid.
5. I / We undertake and confirm that similar work (s ) has / have got executed in Departments/ Govt. Organizations. Further that, if such a violation comes to the notice, then I / We shall be debarred for bidding in future forever. Also, if such a 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.

6. 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.

ANNEXURE — II

UNDERTAKING

( On the Letter Head of the Organization )

To

The Regional Director, ESI  
Corporation, Regional Office,  
Bhubaneswar, Odisha.

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SUB: Annual Repair and Maintenance of buildings, services and Operation /  
Maintenance of Equipment's and plants in the ESI establishment of the Odisha  
Region

REF: Bidding Document No. \_\_\_\_\_

Sir,

We undertake that —

1. I / We have no business or any other relationship with any of the ESIC Staff / Member of the Corporation.
2. 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 there is no conflict of interest.
3. I / We have not been debarred or blacklisted by any department / Organization to execute their works.
4. I / We have not suppressed or concealed any information pertaining to works executed by us.
5. I / We have not made any misleading or false representation or deliberately suppressed information in the form of statements and enclosures required for eligibility criterion.
6. 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 undertaking should be signed by the authorized officer of the organization having valid authority letter from competent authority i.e. CMD / MD / Chairman.

## Annexure-III

### Brief Description & Scope of Work

Employees' State Insurance Corporation (ESIC) is an autonomous body under the aegis of the Ministry of Labour and Employment, Government of India. It is proposed to enter into an agreement/MoU with the selected eligible 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 MoUD for execution Annual Maintenance Contract (Civil & Electrical Work) for one year. 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 consent.

#### Scope of Works:

1. Comprehensive Annual Repairs, Maintenance & Operations of equipments and installations (ARMO) at Odisha Region (ESIC reserves the right to add on or delete any dispensary/ office in the mentioned list). The built-up area and plot area details of the establishments to be undertaken for ARM are as following:

Description		Area Details	
S.No	Establishments i.e. Offices/Hospital/Medical Colleges	Plot Area in Acre. (Approx.)	Built Up area SQM (Approx.)
1.	75 Bedded ESI Hospital, Branch Office, Staff Colony Choudwar, Cuttack	13.6	Bo-230,hos-5035, qtrs-4269
2.	Dispensary & Staff Colony TPM, Cuttack	3	Dis-594, qtr-571
3.	Dispensary, Branch Office & Staff Colony Jagatpur, Cuttack	0.5	Dis-754.03, bo-357.58, sq-1447.8

The major plants and equipments to be undertaken for Maintenance & Operations of equipments and installations:

SI. No.	Plant & Equipments	location	Type/Capacity/Make
1	As per availability	As Above	

2. The ESIC will assign the following types of repairs & maintenance works on deposit mode of work execution basis to AGENCY for carrying out comprehensive Repairs & Maintenance of its existing infrastructure comprising of



Hospital, Dispensaries, office buildings & Staff Quarters and Services including Equipment and Plants rendering specialized services:

- a. Day to day maintenance of building and services and Annual/Periodical Repair and Maintenance of Buildings & Services.
- b. Day to day Operation & Maintenance of Specialized Services.

Note:

*The details of procedures, instructions, conditions, norms & yardsticks etc. are already enumerated in booklet-1. Accordingly, necessary applicable conditions, procedures may be included in the bid documents.*

3. Additional points if any for compliance of local statutory/site conditions etc.

may please be added to this special condition.

4. Manpower attendance register with necessary cross checks is to be maintained properly.

5. Uniform, ID Card, tools & plants, safety gears i.e. gloves, boots etc. to the deployed manpower have to be provided by the agency.

6. The Working Staff should be professionally qualified and must be trained.

7. The site for the work is readily available as the ARMO work is to be carried out in the running hospital / dispensary buildings and their premises having residential buildings and other ancillary structures and the desirous agencies can inspect the Hospital and attached Dispensaries, Staff quarters & Offices Area on any working day.

8. Conditional bids if any shall summarily be rejected.

Regional Director

Employees' State Insurance Corporation,  
(Address & Phone No., E-mail etc. to be inserted)

Annexure-IV

AGREEMENT

The agreement made this day of \_\_\_\_\_ 20 \_\_\_\_\_ between the Employees' State Insurance Corporation having their \_\_\_\_\_ ( hereinafter called the first party of the one part and M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ hereinafter called the second party of the other part ).

Whether the first party have desired to get Repairs and Maintenance of the immovable properties owned by the ESI Corporation in the State of \_\_\_\_\_ done by the second party.

Now, therefore, this agreement sets out the terms and conditions for execution of Repairs and Maintenance of the properties as mentioned above and for making funds available for the same.

The first party agrees to entrust the repair and maintenance work of its various immovable properties, as may be indicated from time to time in the state of \_\_\_\_\_ to the second party and the second party agrees to execute the work of Repair and Maintenance and Special Repairs, if any, required for those properties on the terms and conditions as set out here under :-

1. The Second party will set up a separate wing in their organization having both civil as well as Electrical units under one single authority to exclusively look after the Repair and Maintenance work of ESIC properties. The officer in — charge of this wing will be responsible for ensuring effective and proper Repairs & Maintenance of both civil as well as Electrical works. The estimates will also be submitted in respect of both civil as well as electrical works simultaneously indicating the items required to be executed under the two heads namely Electrical and civil separately.

9. The Second party shall prepare the estimate for Annual Repair and Maintenance requirements for each property ( or a group of properties if so desired by the first party) separately within the rates approved by the first party and submit the same to

the Regional director, ESI Corporation, latest by every year, indicating the specific items of work to be done by the second party in a particular year, in consultation with the Custodian / Occupier of the concerned property / properties.

10. The first party shall release initial deposit@ 30 % of the estimated amount required for Annual Repairs and Maintenance to the second party after sanctioning of the estimate. The remaining amount of the estimate will be released only after receipt of the Expenditure Statements of the previous sanctions duly signed by the Accounts Officer and the Officer In — Charge of the Maintenance wing, created by the second party for this work, accompanied by a certificate from the Occupier / Custodian of the property certifying satisfactory completion of the works done by the second party.

11. Though the norms of expenditure on Annual Repairs & Maintenance of the projects are based on the plinth areas and though the estimates are to be prepared accordingly, the funds released against the estimate shall also be utilized for maintaining external services of the concerned property / properties. However, in some cases of major external services where it is not possible to meet the expenditure on such external services from the plinth area norms of the buildings, a separate estimate for external services shall be prepared and submitted giving full justification for the need for framing such separate estimate. Funds shall be released against such estimate only if necessary approvals are taken by the second party from first party.

12. The estimate for maintenance of electric installations, like water pumping system, Air — conditioning equipment's, lifts, etc. would be framed on the basis of assessment of actual requirement. The actual requirement shall be supported with details of the labour and items for which the funds are required.

13. The periodicity of attending the different items of work will normally be as specified in in the bid document unless otherwise ordered by the first party.

14. The second party or its authorized representative shall inspect each of the properties under its care and suggest means for proper maintenance of the property.

This inspection should be completed within 3 months of the taking over of the property.

15. The second party shall assist the first party in taking over the possession of the properties inter — alia from the previous agency and advise the first party on structural stability and other engineering aspects and take over possession of the same immediately with all inventory, etc.

16. The second party shall make immediate arrangements for deployment of manpower for operation & no. of various Electric installation, pumps, lifts, HVAC, DG sets, STP/ETP etc.

17. The Replacement of Consumables like Bulbs, Tube-lights etc. shall be limited to areas of Office Buildings, Hospital Buildings, Public area of Staff Quarters only. Procurement of these type of consumables inside the staff quarters shall be done by the allot tee himself.

18. The expenditure incurred by the second party on account of the fee payable for Mandatory inspection of installation by the Civil Agencies and the Taxes levied by the Local Bodies will be outside the estimates for Annual Repairs and Maintenance and separate Bill shall be submitted for the same.

19. At the conclusion of the Financial Year, the second party shall submit the expenditure statement of the funds sanctioned and released to them for each of the properties ( or group of properties as the case may be ) separately duly signed by two officers viz. the Accounts Officer / Competent Authority of Accounts Department and the Officer in — charge of the maintenance wing created for this purpose by the second party, along with a certificate of satisfactory completion of the work from the Custodian of the project. In case satisfactory performance during the current year, the contract can be further extended for a period of one year at the same rates and conditions under the ceiling amount prescribed.

20. At the commencement of the year, the second party or its representative, along with the Custodian, will inspect the property, identify the Repairs and Maintenance needed and accord priority to the various items of works to be attended to during the year and completed and the second party, as far as practicable shall strictly adhere to the priorities so fixed by the Occupier / Regional Director, ESI Corporation.

21. The work of essential Repair and Maintenance and operation of essential services shall under no circumstances be held up for temporary delay in release of funds.

22. For each of the properties (or a group of properties so approved by the first party), the second party or its representatives shall maintain a Complaint Book at the service Centre and all complaints will be got entered in the said book which shall be periodically seen by the Officers of the second party and as soon as the work is completed, suitable remarks shall be given in the Register. This Register should also be periodically seen by the Senior Officer of the second party and signed in taken of having seen the same. The book shall also be available for scrutiny of the Regional Director of the first party and / or the Occupier of the property and of their representatives.

23. The second party shall abide by the scheduled Rates as fixed by the first party from time to time for various cities.

24. The second party shall be responsible for ensuring compliance with the various Labour laws that may be in force from time to time. Any liability on account of this and also any liability arising from non — observance of the same shall be met by the second party at its risk and cost.

The wages of the deployed labour falling under plinth area rates and manpower engaged for operating and maintenance of equipment's shall be governed by Minimum Wages Act along with the statutory provisions (like PF, ESI, etc. and other prevalent / mandatory regulations of the concerned State / UT). Monthly statement of the compliance made on ESI/EPF, Labour laws, other Statutory compliances etc. along with the supporting documents shall be submitted to the Regional Director without fail by the maintenance agency.

25. The Construction 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 Construction Agency at its risk and cost. It has to be ensured that the Construction Agency registers themselves as Principal Employers for necessary compliance with the provision of Contract Labour (Regulation & Abolition) Act, 1970 etc. as applicable.

26. GST / Labour Cess etc. if it becomes applicable on Centage / Departmental Charges subsequent to date of signing of agreement in case of the categorization/change in rates of ARM work as a "Service" by Central / State Govt. shall be first paid by the

Construction Agency which shall then be reimbursed/paid as per actual without any Departmental Charges.

27. The second party shall also register themselves as Principal Employer for necessary compliance with the provision of Contract Labour (Regulation & Abolition) Act, 1970 as applicable.

28. in case of the unsatisfactory performance of the second party during the financial year, notice will be served for termination of the Agreement / MoU shall be taken up as per the clauses of the agreement by forfeiting the Performance Guarantee and the new Agency will be fixed at the risk & cost of the second party.

29. The first party can withdraw the work from the second party at any time after giving three months' notice without assigning any reason thereof and if the second party wishes to discontinue the work of the Repair and Maintenance, the second party shall give three months' notice of their intention to discontinue the work. In such an event, the first party will not accept any liability on account of workers engaged by the second party and on any other account.

#### Redressal of Disputes

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

Amicable settlement has not been reached. The dispute shall be referred to the sole decision of the Chief Engineer, ESIC whose decision shall be binding on both the parties.

In case of dispute still persisting, the matter will be referred for settlement as per Govt. India Guidelines issued vide O.M. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 (as updated or latest amended) on administrative mechanism for resolution of CPSE disputes, through DG, ESIC.

For and on behalf of PSU

Signature

Name

Designation

Witness 1

Signature

Name

Designation

Date:

Place:

For and on behalf of ESIC

Signature

Name

Designation

Witness 2

Signature

Name

Designation







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



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

Tender No. 05/2022/PMD/ESIC/RO ODISHA

Dated : \_\_\_\_\_

### **NOTICE INVITING TENDER**

Employees' State Insurance Corporation (ESIC) is an Autonomous Body has invites online bid offer for Centage Charges on percentage basis from eligible Central / State/Public Sector Undertaking (PSU) / Autonomous Bodies for taking up the Annual Repair and Maintenance(civil & electrical) of buildings, services and Operation / Maintenance of Equipment's and plants on deposit mode of work execution basis in the ESI establishment of the Odisha Region / State for one year. The contract of work has an option to extend for further period of one-year subject to satisfactory performance of the agency during the contract period with mutual consent.

1. Details are given below:

NIT No.	
Name of the Work	Annual Repair and Maintenance of buildings, services and Operation Maintenance of Equipment's and plants in
Client / Owner	EMPLOYEES STATEINSURANCE CORPORATION
Annual Budget amount for the ARM works	Rs. 16393683
Earnest Money deposit(optional to be decided by RO)	Rs.Nil
(Cost of Tender document (optional to be decided by RO)	Rs.Nil
Date of Tender Document available to parties to download	14.11.2022 3.00pm
Starting date of e-tender for submission of online Techno Commercial Bid and Price Bid	14.11.2022 1.00pm
Ending date of e-tender for submission of online Techno Commercial Bid and Price Bid	05.12.2022, 1.00 PM
Date and time of openingof Techno Commercial Bid	05.12.2022, 3.00 PM.

Date and Time of opening of Price Bid	7.12.2022, 3.00PM
Contract Period	1 year
Validity of Offer	90 days after the last date fixed for submission of bid including the extension (s) given, if any

Details of estimate site wise:-

Sl. No.	Name of the Site	Civil (Rs.)	Electrical (Rs.)	Total
1	ESI Hospital & Staff Colony Kanshbahal	1932527	1483489	3416016
2	ESI Dispensary & Staff Colony Rajgangpur	1259252	888098	2147350
3	ESI Dispensary, Branch Office & Staff Colony Hirakud, Sambalpur	979667	376491	1356158
4	ESI Dispensary, Branch Office & Staff Colony Jharsuguda	3140867	2724985	5865852
5	ESI Dispensary & Staff Colony Bardol	1234637	213105	1447742
6	ESI Dispensary & Staff Colony Barbil	758941	229335	988276
7	ESI Dispensary & Branch Office Rourkela	863812	308477	1172289
	<b>TOTAL (Inclusive of GST)</b>			<b>16393683/-</b>

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

*Note: This NIT may also be uploaded in ESIC website and Notice Boards of the Regional Office & Hospitals etc. for wide publicity.*

Note : 1. Wherever the word "ESIC" is mentioned it refers to Regional Office/Regional Director Bhubaneswar

2. The intending bidder(s) must read the terms and conditions carefully. They should only submit their bid if eligible and in possession of all the documents required.
3. Information and instructions for bidders available in document shall form part of agreement.

4. The bid document consisting of instructions to bidders, scope of work and other conditions to be complied are available at the website <https://eprocure.gov.in/eprocure/app>.
5. Construction Agency must ensure to quote rate in percentage only in appropriate column up to 2 (two) Decimals and these decimals should be greater than zero.
6. Notwithstanding anything stated above, ESIC reserves the right to assess the capabilities and capacity of the bidders to perform the contract in the overall interest of ESIC.
7. The bidder(s) / are required to quote strictly as per the terms and conditions, specifications, standards given in the bid documents and not to stipulate any deviations.
8. The bidder(s), if required, may submit questions in writing to seek clarifications 24 Hrs before the notified pre-bid meeting date, to the Office of Regional Director, esic, bhubaneswar or may visit the said office during the office hours on working days, Contact No. 06742546380 and submit.
9. Pre — bid conference shall be held on date, time and place as mentioned in the Notice to clarify queries of intending bidders if required for submission of bid for the work to be undertaken.
10. ESIC reserves the right to reject any or all tenders or cancel / withdraw the invitation for Bids without assigning any reason whatsoever and in such case no bidder / intending Construction Agency shall have any claim arising out of such action.
11. Set of Bid Documents:

The following documents will constitute set of tender documents:

SECTION-1	Notice Inviting Bid
SECTION-2	Instructions to Construction Agency
SECTION3	Qualifying Criteria
SECTION-4	Financial Proposal

## 12. Bidding Process

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

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

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

## 13. Mode of Submission

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

A. Letter of acceptance of terms and conditions of bidding document in the prescribed format as per Annexure — I and undertaking as per format given in Annexure — II.

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

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

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

c. Authority letter issued by the Competent Authority i.e. CMD / MD / Chairman for signing the bid document.

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

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

14. The bid for the works shall remain open for acceptance for a period of 90 days from the last date of submission of bid including the extension given, if any. In case any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the ESIC, ESIC shall, without prejudice to any other right or remedy, be at liberty to debar them from participation. Further, they shall also not be allowed to participate in the re-bidding, if any.
15. The acceptance of any or all bid(s) will rest with the ESIC who does not bind itself to accept the lowest bid and / or reserves to itself the right to reject any or all of the bids received without assigning any reason thereof.
16. Date of Start of work shall be reckoned from details in award letter or handing over of site whichever is later. Signing of Contract Agreement and submission of valid Performance Bank Guarantee shall be followed with.
17. The Award of work, Execution and Completion of work shall be governed by documents consisting of ( but not limited to ) Letter of Award / Work Order, Bid, MoU and Bid Document. The bidders shall be deemed to have gone through the various conditions while making / preparing their proposal & submitting the Bid.
18. In case, any misrepresentation / falsification is noticed in copies of documents submitted, then the bid submitted shall become invalid. ESIC

shall, without prejudice to any other right or remedy, be at liberty to disallow the agency from future participation.

(Regional Director)  
ESIC, RO Bhubaneswar

## **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. Bidder to 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 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
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 for a tender or the relevant contact person indicated in the tender.

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

## **SECTION-2**

### **INSTRUCTIONS TO CONSTRUCTION AGENCY**

#### **1. INTRODUCTION**

- 1.1 The Central/ State Govt Organization / Public Sector Undertaking (PSU's) are only eligible to participate in the Bid.
- 1.2 Construction Agencies are invited to submit a financial bid along with documents pertaining to qualifying criteria. The bid will be the basis of technical discussions / negotiations, if required and ultimately for a signed Contract/MoU with the selected Construction Agencies on deposit mode of work execution basis.
- 1.3 Construction Agencies should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first — hand information on the assignment and local conditions, Construction Agencies may visit the site before submitting a proposal. Construction Agency or his authorized representative should contact the following regarding site specific information and site visit enquiry, if required.

Contact : Regional Director/Engineer (i/c)

Address : Regional Director, ESIC, Regional Office, Bhubaneswar.

Phone: 06742546380

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E-Mail : rd-orissa@esic.nic.in

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- 1.4 (a) The ESIC will provide all the available inputs to the Construction agencies. However, ESIC does not assume any responsibility for any loss or financial damages on account of use of such information by Construction agencies. Construction Agencies are advised to collect at their own information for preparation, submission of bids &

execution of services before award of work. (b) The Construction Agencies shall be responsible for obtaining licenses and permits to carry out all the works.

1.5 Construction Agencies shall bear all cost associated with the preparing and submission of their proposals and contract negotiation, site visits etc. The ESIC is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to award, without incurring any liability to the Construction Agencies.

### **1.6 Conflict of Interest**

1.6.1 ESIC policy requires that Construction Agencies provide professional, objective, and impartial advice and at all times hold the ESIC's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.2 (i) Without limitation on the generality of the foregoing, Construction Agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below :

#### **Conflicting Relationship**

(ii) Construction Agencies ( including its Personnel and Sub — contractors ) that has a business or family relationship with ESIC staff / Member of the Corporation who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the ESIC throughout the selection process and the execution of the Contract.

1.6.3 Construction Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the ESIC, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the

disqualification of the Construction Agencies or the termination of its Contract any time throughout currency of the work.

1.6.4 No employee of the ESIC shall work for Construction Agency. Recruiting former employees of the ESIC to work is not acceptable to ESIC.

### **1.7 Fraud and Corruption**

1.7.1 The ESIC requires that the Construction Agencies participating in selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the ESIC:

(a) Defines, for the purpose of this paragraph, the terms set forth below : "Corrupt Practice" means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection process or in contract execution; " Fraudulent Practice" means a wilful misrepresentation or omission of facts or submission of fake / forged Documents in order to influence a selection process or the execution of a contract;

"Collusive Practices" means a scheme or arrangement whether formal or informal, between two or more Cas with or without the knowledge of the ESIC, designed to establish prices at artificial, non competitive levels, submission or non submission of Bids,

"Coercive Practices" means harming or threatening too harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

(b) ESIC will reject a proposal for award if it determines that the Construction Agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question ;  
and

(c) ESIC will take necessary action against the Construction Agency, including declaring the Construction Agency

ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time it is determined that the Construction Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.

### **1.8 Proposal Validity**

The Construction Agencies offer shall remain valid for 90 days after the last date fixed for submission of bid including the extension (s) given, if any.

### **1.9 Final Decision Making Authority**

Regional Director reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

### **1.10 Brief Description & Scope of work**

As per details given in Annexure — III

## **14. CLARIFICATION AND AMENDMENT OF BID DOCUMENTS**

2.1 Construction Agencies may request for a clarification in respect of the Bid documents not later than 2 days before the pre-bid meeting date. Any request for clarification must be sent in writing, or by standard electronic means to the ESIC email address i.e. rd-orissa@esic.nic.in. The ESIC will respond in writing, or by standard electronic means and will send written copies of the response ( including an explanation of the query but without disclosing the source of query ) to all Construction Agencies. Should the ESIC deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure under Para 2.2. However, ESIC reserves the right to respond to the queries after cut off date as mentioned above.

2.2 At any time before the submission of bid, ESIC may modify / amend the bid document and extend the last date of submission / opening of the bid by issuing a corrigendum / addendum.

Any Corrigendum / Addendum thus issued shall form part of bid document. To give the construction Agency reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, ESIC may at its discretion, extend the deadline for the submission / opening of the bid.

## **15. PREPARATION OF BID PROPOSAL**

3.1 In preparing their offer to bid document, Construction Agencies are expected to examine in detail the bid document. The bid shall contain documents stipulated in the bid document.

3.2 The bid proposals, all related correspondence exchanged between the Construction agencies and ESIC and the contract to be signed after award shall be written in the English Language. If required in Hindi/Local languages necessary translations and other requirements of certificated may be done at Regional Office level.

### **3.3 Documents pertaining to Qualifying Criteria**

Bidder shall have to furnish header line in all the relevant document duly signed on each page on the uploaded documents pertaining to "Qualifying Criteria" as mentioned in Section —3 of bid document.

### **3.4 Financial bid Proposals**

Bid document duly signed on each page by person duly authorized along with Financial Bidas per Section — 4 duly quoted shall be uploaded/filled in online (whichever provision provided in CPPP portal) and shall not include any commercial or technical condition / information. Conditional bid shall be rejected summarily.

## **a. SUBMISSION, RECEIPT AND OPENING OF BIDS**

4.1 The original bid including Financial Bid, shall contain non interlineations or overwriting, except as necessary to correct errors made by the Construction Agency. The person who signed tender documents must initial such corrections.

4.2 An authorized representative of the Construction Agencies shall only sign the bid documents. The authorization shall be in the form of a legally enforceable written power of attorney duly authorized as

mentioned in clause no. 13(d) of NIT and shall be submitted along with bid.

- 4.3 The ESIC shall open the bid containing documents pertaining to Qualifying Criteria after the deadline and for verification from the originals if any, the Financial bid shall remain securely stored.

**b. BID Evaluation**

**5.1 Evaluation of Qualifying Criteria**

Qualifying Criteria shall be examined and evaluated by the Committee duly constituted by competent authority based on documents uploaded on CPPP portal. No documents furnished or made available after last date of submission of bid shall be considered for evaluation for meeting qualifying criteria for opening of financial bid.

**5.2 Evaluation of Financial Bid**

5.3.1 After the Qualifying Criteria evaluation is completed, the ESIC shall notify in writing to those Construction Agencies who have qualified. Construction Agency's may attend the opening of Financial bid however the same is optional.

5.3.2 The Financial bids of the qualified Construction Agencies shall then be opened in the presence of the Construction Agency's representatives who choose to attend on the date, time and place as mentioned in the NOTICE. The financial bids shall be examined by a Committee duly constituted by Competent Authority.

5.3.3 The final selection shall be based on evaluation of the bids by the Committee constituted for the purpose.

**c. AWARD OF CONTRACT**

- 6.1 The work shall be generally awarded to the L — 1 Construction Agency whose Centage Charges are found lowest as per due process subject to terms and conditions.

In case the Lowest quoted Centage Charges by Construction Agency of two or more participating firms is the same, in spite of condition mentioned at clause no. 5 of the NIT, the decision of the Regional Director will be final on the process/mode of selection.

The successful bidder shall have to execute the Contract Agreement/MoU as per Standard Contract Agreement/ MoU attached with the bid document as Annexure — IV for taking up this project with ESIC.

Construction Agency has to follow CVC guidelines for awarding/selection of the work to contractors if the work is not executed by them departmentally.

6.2 The successful Construction agency for the purpose of execution of work, progress review and monitoring, shall submit, a detailed work schedule and PERT / CPM indicating completion of all major activities as per the milestones indicated for completion of such activities in the Standard Contract Agreement forming part of Bid Document for consideration and approval by the ESIC. This approved schedule / network shall be pre —requisite for signing of the Contract Agreement and shall form part of the Contract Agreement.

6.3 Performance Bank Guarantee: The successful agency shall submit performance guarantee in the form of Bank Guarantee @10% (or as per GFR to be decided by Regional office) of the budgeted amount and to be kept valid for one and half year from the date prescribed in the bid or adjustment of expenditure statement for the year of the work awarded, whichever is earlier.

**e. CONFIDENTIALITY**

Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the Construction Agencies who submitted the tender or to other persons not officially concerned with the process. The undue use by any Construction Agency of confidential information related to the process may result in the rejection of its tender and may be debarred from participating in future tenders.

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

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

h. Disputes : Any dispute and differences relating to the meaning of the specifications designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as



to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of work or after the completion or abandonment thereof in respect of which :-

Amicable settlement has not been reached. The dispute shall be referred to the sole decision of the Chief Engineer, ESIC whose decision shall be binding on both the parties.

In case of dispute still persisting, the matter will be referred for settlement as per Govt. India Guidelines issued vide O.M. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 (as updated or latest amended) on administrative mechanism for resolution of CPSE disputes, through DG, ESIC.

- i. Integrity Pact: The agency shall submit the pre-contract integrity pact as per the Annexure-V duly sealed and signed by the authorized person of the agency along with the technical bid.

### **Other Conditions**

1. Conditional bid will not to be accepted and liable to the summarily rejected.
2. If the Agency fails to attend any complaint or defect in three days and if in the opinion of engineer delay is on the part of Repair and Maintenance agency, ESIC can impose liquidated damages on the Agency.
3. Within two weeks of award of work, the contractor shall submit a Performance Guarantee for proper performance of the Contract in the format given in the bid document in the form of BG for 3 % of the bid / accepted amount. The performance guarantee shall be valid for the duration of the contract period ( including extended period ) plus 60 days. The performance security can be encashed by the Employer to recover any amount which is payable by the contractor to the Employer on any account for a cause arising out of the contract.
4. The ESIC shall not be liable for or in respect of any damages or compensation payable to any workman for death or injury resulting from any act or default of the contractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and expenses whatsoever in respect thereof or in relation thereto.
5. The Contractor shall responsible , except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of :
  - a) Death of or injury to any person, or
  - b) Loss or damage to any property ( other than the Works ) :

Which may arise out of or in consequence of the Repair and Maintenance of the works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

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

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

7. The firm must pay Minimum Wages along with other allowances etc and fulfill all statutory obligations like ESI, EPF etc to All his employees covered under this contract.

## **8. TIME FRAME FOR ATTENDING COMPLAINTS**

<b>S No</b>	<b>Complaint Type (as defined by ESIC )</b>	<b>Maximum Time within which the complaints are to be attended</b>
1	Emergent Complaints	3 hours
2	Minor Complaints	1 day
3	Major Complaints	3 days
4	Periodical Complaints	5 days

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

- (i) The recovery of Rs **500/- (Rupees Five Hundred Only)** per complaint per day of delay in attending emergency complaints.
- (ii) A recovery of Rs **200/- (Rupees Two Hundred Only)** per complaint per day for delay in attending Major, Minor & periodical complaints beyond the time given as above subject to the decision of Engineer in charge.

9. The contractor shall provide uniform with ESIC logo along with name Badge and shoes **within 15 days** of start of work. In the event of non compliance a **recovery of Rs.25/- per day per employee** shall be made. The employee and labours engaged by the contractor under this contract shall wear neat and clean uniforms along with name badges as approved by the concerned engineer. Nothing extra shall be paid on this count.

10. All T&P including ladders, wire drawing equipment, chase cutting equipment, drilling machine megger insulation, earth resistance testing equipment etc. required for the work shall have to be arranged by the contractor No T&P shall be issued by the Department.

11. Contractor shall give the details of complaints attended at least once in a week mandatory to the concerned AE / JE of ESIC.

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

S.No.	Category of Workmen	Rate of Recovery per day per person ( Rs. )	Remarks
1.	Supervisors	2,000/-	In case workmen are found absent for particular hours of the day, the recovery shall be made on pro – rata basis by considering 8 hrs. of the duty in a day.
2.	Highly Skilled	1,500/-	
3.	Skilled	1,200/-	
4.	Semi – Skilled	1,000/-	
5.	Unskilled	800/-	

**13. LIST OF APPROVED MAKES for Civil & Plumbing Works**

Sl. No.	Materials	Approved make
1.	Tiles	
A.	Ceramic Glazed Wall Tiles	JOHNSON, SOMANY, KAJARIA, NITCO,
B.	Ceramic Glazed Floor Tiles	JOHNSON, SOMANY, KAJARIA, NITCO, ASIAN
C.	Chequered Tiles	NITCO, KK MANHOLE & GRATINGS CO. PVT. LTD. , MODERN, ULTRA,UNISTONE &
D.	Rectified Glazed Ceramic Floor Tiles	JOHNSON, SOMANY, KAJARIA, NITCO, ASIAN
E.	Vitrified Tiles	KAJARIA, JOHNSON, MARBIITO, NITCO, ASIAN, SOMANY,RAK
F.	Mosaic Tiles	NITCO, MODERN, SWASTIK
G.	Terrazzo Tiles	NITCO, MODERN, SWASTIK

H.	Glass Mosaic Tiles	ITALIA, NITCO, OPIO
2.	Bathroom Fittings	Jaquar, , MARC, Kohler
3.	Sanitary Ware	Hindware, Neycer, Cera, Parry ware, Kohler
4.	Kitchen Sink (steel)	Neelkanth, Jayna, Nirali
5.	PVC Tank	ISI marked sintex, Sheetal, SPL, Storex, Unitank
6.	Non A.C. Sheets	ISI marked Lotus, Charminar, Uppal, ACC
7.	PVC Cistern	Commander, Duralite, Hindware, Coral, Speed Flow
8.	Fibre Glass sheet and Chajjas	Rooffit of Shiv Shakti fiber udhyog make, Fibreways Technology, Simba
9.	Precast Cement concrete slab	, Nitco, KK MANHOLE & GRATINGS CO. PVT. LTD., KONKRETE PRODUCTS CO
10.	G.I. Sheet	SAIL, Tata shakti, jindal, Swastik
11.	G.I. pipe	ISI marked jindal Hissar, Tata, Prakash,
12.	G.I. fittings	ISI marked Unik, UK, Surya, Prakash,
13.	Structural M.S. Sections I & Channels	ISI marked Tisco, Jindal, Sail, Rana, Rathi
14.	Structural Extruded Sections Tee iron, Angle iron, Flats etc and TMT bars	ISI marked Rana, Tata, Rathi
14a.	Steel work with hot finished welded type tubes for tubular trusses	BST, Jindal, Ravindra, Surya
15.	Block Board & Ply Wood & Lamination Sheet	ISI marked Century, Duro, Greenply, Merino, National Ka
16.	Precast CC Interlocking paver Block, Kerb Stone	Nitco, KK MANHOLE & GRATINGS CO. PVT. LTD., KONKRETE PRODUCTS CO, , Terra Firma,
17.	Precast R.C.C. manhole & gully trap covers, frames and gratings	KK MANHOLE & GRATINGS CO. PVT. LTD., KONKRETE PRODUCTS CO,
18.	Oil bound washable distemper	Berger, Asian, Nerolac, ICI

19.	Acrylic Distemper with or without VOC content	Berger, Asian, Nerolac, ICI
20.	Acrylic Emulsion paint/premium Emulsion paint having VOC content	Berger, Asian, Nerolac, ICI
21.	Exterior Acrylic paint/ Premium acrylic paint	Berger, Asian, Nerolac, ICI
22.	PLASTIC EMULSION PAINT	Berger, Asian, Nerolac
23.	Primer for all work with or without VOC content	Berger, Asian, Nerolac, ICI
24.	Synthetic enamel paint with or without VOC content	Berger, Asian, Nerolac, ICI
25.	Waterproofing cement paint	Berger, Snowcem India Ltd, Asian paints
26.	Cement	OPC 43 Grade/PPC (ISI) ACC, Birla, Jaypee, L&T, Shree, J.K.
27.	Modular kitchen Accessories	Stallion, Sparkle Top, Hettich
28.	Brass Door window fillings	Sigma, Brasses, Bush
29.	Dash Fastner	Hilti, Fisher, Canon
30.	Hydraulic door closer	Hardwyn, Godrej, Dorma
31.	Lock & Latcher	Godrej, Harrison, Plaza, Golden
32.	Cement wall putty	Birla wall care, J.K. wall care
33.	APP	Bitumat co. Ltd., Roflex, STP, Dermabit Apex
34.	Aluminum Sections	Jindal, Hindalco, Indalco
35.	Tile Adhesive as pais 15477	CICO Bal Endura, PIDLITE, FERROUS
36.	Centrifugally Cost & Pipe	NECo, Truform, Tecno sales Corporations
37.	Tempered glass/ glass pan	Modi float, saint Gobain, Asahi
38.	BEVELLED EDGE MIRROR	ATUL, SAINT GOBAIN, MODI GUARD, GOLDEN FISH
39.	PTMT Fittings	Paryag, Wilson
40.	White Cement	J.K. White, Birla White, ACC white

		cement
41	Structural Steel	Sail ,Tata, Jindal
42	Prelaminated Particle Board	Centuary Ply, Novapan, Kitlam
43	Adhesive	Pidilite, Sika, Thermoshield,
44	Dash Fastener	HILTI,FISCHER,BOSCH
45	S.S. STAIR CASE RAILING	JINDAL STAINLESS STEEL Ltd.,ICICH INDUSTRIES,ESSAL
46	FLOAT GLASS	MODI FLOAT,SAINT GOBAIN,ASAHI
47	GRASS PAVERS	UNISTONE,ULTRA,HINDUSTAN,K.K.
48	VITEROUS CHINA HARDWARE	PARRYWARE,HINDWARE,CERA,NYC ER
49	GUN METAL VALVES	LEADER,SAINT,ZOLOTO
50	C.I. MANHOLE COVER	B.C.,RIF,NEECO
51	UPVC PIPE	SUPREME, PRINCE,FINOLEX,PRAKASH
52	BALL VALVES	ZOLOTO,IBP,ARCO
53	MIRROR	ATUL, MODI GUARD, Saint Gobain
54	READY MIX CONCRETE (RMC)	LAFARGE, ALCHON, ACC, L&T, ULTRA TECH
55	UPVC WINODW/DOORS	FENESTA, REHAU, POLYWOOD
56	CPVC PIPE & FITTINGS	AJAY FLOWGUARD, ASHIRWAD FLOWGUARD
57	POP (PLASTER OF PARIS)	BIRLA WHITE, SAKARNI, JK LAXMI
58	FLUSH DOOR	CENTURY PLY BOARD, NATIONAL PLYWOOD, KITPLY,
59	FRP CHAJJA & DOORS	FIBEREWAYS, FIBRE ENGINEER
60	PVC CISTERN	STEELBIRD, JINDAL, SEABIRD

#### **14. LIST OF APPROVED MAKES for Electrical Works**

	<b>Description of Items</b>	<b>Make</b>
1.	FRLS PVC Insulated Copper conductor single core cable	Havell's/ Polycab / Finolex
2.	XLPE Insulated, PVC Sheathed Aluminium conductor armoured cable	Havells / CCI /Skytone /Polycab / Grandlay
3.	G.I. box with modular plate / 5/6 Amp switch / 5/6 Amp socket outlet	Anchor AVE/ Legrand Myrius / MK Blenz / Seimens
4.	Steel Conduit	RM Con/NIC/AKG/BEC ISI Marked
5.	Ceiling Fans 1200 mm sweep BEE 5 star rated	Crompton Greaves/ Havells / Orient
6.	Feeder Pillar / Panel	Advance / C&S / AMBIT/ ADLEC/ASPL
7.	Loard Bank	Havells / Legrand / HPL
8.	MCB / MCB DB and sheet steel Metal enclosed industrial socket, plug top and Isolators	Legrand / Seimens/ ABB /Havells / L&T / Schneider / C&S / G.E.
9.	MCCB	L&T / Legrand /Siemens / ABB/ Schneider / Havells
10.	LED indication light & push button	BCH / C&S / L&T / Siemens
11.	300 mm Sweep Exhaust Fan 900 rpm heavy duty	Orient /Havells/ Alston/Usha/GE
12.	G.I. Pipe	Tata / Jindal Hisaar / Prakash Surya / Swastik/ Sail
13.	Phase indication light	BCH/ L&T /GE/C&S
14.	LED Luminaries	Philips/ Trilux / Wipro / GE / Osram
15.	LED Smart Bright Extra Batten	Philips Model No. BN021 LED 25S 6500 PSU GRS1 or equivalent in Wipro/Trilux
16.	14 watt LED aesthetically designed liner	Philips /Wipra / Havells.

	mirror light	
17.	21 watt wall mounted LED batten	Wipro Philips /Wipra / Havells
18.	6 watt surface/recess mounted LED luminaire	Philips / Trilux / Wipro / Havells.
19.	12 watt surface mounted LED	Wipro / Philips / Trilux/ Havells
20.	10 watt LED type Bulkhead luminaires	Philips / Trilux / Wipro / Havells.
21.	80 watt street light LED fittings	Wipro /Philips / Trilux/havells
22.	120 watt LED fittings	Wipro /Philips / Trilux/havells
23.	Split AC	Hitechi / Carrier/ Blue Star
24.	5 KVA Stabilizer	Blue bird / Logicstate/ PCI
25.	Octagonal Pole	Valmont/ Philips/ Crompton / Paruthi
26.	Aviation obstruction light fitting	Bajaj Cat no. BJAOL-1 or equivalent Philips/ Greaves / Philips / C&S
27.	Brass compression gland	Commet / Gripwell / Hensel /Dowells
28.	400mm Oscillating wall fan	Havells / Crompton Greaves/Alstom /ALSTOM
29.	70mm dia HDPE pipe	AKG / Duraline / Rex
30.	LED SMD Panel Light	Philips / Trilux / Wipro / Havells.
31.	Hand Drier	Euronics / Dolphy
32.	Pole Box	Sinthex /AKG/MK/ Hansel.
33.	Straight through joint with heat shrinkable kit	M Seal / Denson / Raychem
34.	Paint	Nerolac / Berger / Asian/ Shalimar.
35.	Change Over Switch	C&S / L&T / Seimens/ABB
36.	Geyser	USHA/ Havells/ Recold/Crompton.
37.	Pump motor starter	C&S / L&T / Seimens/ABB.

15. Agency shall be responsible for redressing and complying with the observation of CTE, RTI, CVC/Local Vigilance, Auditors, Statutory Authority, 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 quotations, queries from various constitutional and statutory authorities.

16. Bill checking/ measurement checking is the sole responsibility of executing agency, however ESIC may inspect or monitor the progress, either it self or through third party as and when it desire for assessing actual progress, quality of work and any other assepts related to the works.

17. Tender may be extended for another 1 year subject to satisfactory work execution of agency and mutual consent of of both agency & ESIC.

18. ESIC Odisha may award any additional work with the same terms and condition to the selected agency on the finalized centage rate.

## SECTION-3

### QUALIFYING CRITERIA

1. The interested Construction Agencies i.e. 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 MoUD are eligible for participation in the bidding process should meet both the following minimum qualifying criteria:

(i) Works Experience :

Experience of executing similar works ( completed" / ongoing " ) as given below during the last 7 years ending last day of the month previous to the one in which applications are invited :

Three similar works each costing not less than the amount equal to 40 % of estimated / Budgeted cost,

OR

Two similar works each costing not less than the amount equal to 60 % of the estimated / Budgeted cost,

OR

One similar work costing not less than the amount equal to 80 % of the estimated / Budgeted 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 works shall be brought to the current costing level by enhancing the actual value of work at a simple enhancement

rate of 7 % per annum calculated from date of completion to last date of receipt of application for bid document.

ii) 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 year. This should be duly certified by Chartered Accountant along with audited Balance Sheets and P & L account.

#### 1.1 Definition of Similar Works

The definition of similar works shall be as under :

Annual Repairs and Maintenance of Buildings like Hospital (not less than 100 bedded) , Dispensary, offices, Staff Quarter with or without residential staff quarters.

AND /OR

Extension / Renovation of Hospital, Dispensary, Staff Quarter with or without residential staff quarters.

( \* Hospital would include standalone Hospital or Hospital as a part of the Medical College Agency must work in Hospital maintenance more than 100 bedded. )

2. Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has :

1. Made misleading or false representation or deliberately suppressed the information in the forms statements and enclosures required in the eligibility criteria document.
2. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

3. Documents to be furnished for evaluation of bids :

1. Attested copies of G.O. /Orders issued by the Central/State Govt. for establishment of the PSU authorizing for carrying out civil, electrical & building works with applicable jurisdiction.
2. Copies of certificates in respect of execution / completion of similar works to establish eligibility as mentioned para 1 (i) of this section.
3. Certificate from Chartered Accountant mentioning financial turnover of last 3 three ) years to establish eligibility as mentioned para 1 (ii) of this section. ESIC reserves the right to seek further details beyond date of opening of bid pertaining to qualifying criteria.

4. Details in form of the chart mentioning the strength of the organizational setup in the respective state where the ARM works to be undertaken.
5. Undertaking to submit the Performance Guarantee as stipulated in the bid in the form of Bank Guarantee and to sign an MoU as per the Annexure-IV.
6. All the above documents and relevant documents to signed by Authorized person as stipulated in clause 13(d) of NIT.

## SECTION-4

### FINANCIAL PROPOSAL

NAME OF WORK : Annual Repair and Maintenance of buildings, services and Operation / Maintenance of Equipment's and plants on deposit mode of works execution basis in the ESI establishment of the ODISHA Region.

NAME OF CONSTRUCTION AGENCY :

S.No.	Description	Centage Charges *
		( in figures & words )
1.	CENTAGE CHARGES ** for execution, supervision of Annual Repair and Maintenance of buildings, services and Operation / Maintenance of Equipment's and plants in the ESI establishment of the Odisha Region / S t a t e .	
	AS PER SCOPE OF WORK AND TERMS AND CONDITIONS OF THE BID & STANDARD CONTRACT AGREEMENT.	

Seal of the Organization  
Signature of the Authorized Signatory

\*To be quoted in percentage of estimated cost with two decimal places greater than zero both in figures and words distinctly.

\*\* 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.

\*\*\* ESIC shall be fully within its powers to test the reasonability of quoted Centage Charges against the benchmarks.

\*\*\*\* 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.

ANNEXURE — I

ACCEPTANCE OF BID CONDITION

( On the Letter Head of the Organization )

To

The Regional Director,

ESI Corporation, Odisha

\_\_\_\_\_

SUB: Annual Repair and Maintenance of buildings, services and Operation / Maintenance of Equipment's and plants in the ESI establishment of the ODISHA REGION.

REF : Bidding Document No.

Sir,

1. 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 & Conditions of Bid Documents and Standard Contract Agreement / MoU in its entirety for the above work.
2. 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.
3. 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.
4. I / We have submitted all the documents as per Notice Inviting Bid.
5. I / We undertake and confirm that similar work (s ) has / have got executed in Departments/ Govt. Organizations. Further that, if such a violation comes to the notice, then I / We shall be debarred for bidding in future forever. Also, if such a 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.

6. 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.

ANNEXURE — II

UNDERTAKING

( On the Letter Head of the Organization )

To

The Regional Director, ESI  
Corporation, Regional Office,  
Bhubaneswar, Odisha.

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SUB: Annual Repair and Maintenance of buildings, services and Operation /  
Maintenance of Equipment's and plants in the ESI establishment of the Odisha  
Region

REF: Bidding Document No. \_\_\_\_\_

Sir,

We undertake that —

1. I / We have no business or any other relationship with any of the ESIC Staff / Member of the Corporation.
2. 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 there is no conflict of interest.
3. I / We have not been debarred or blacklisted by any department / Organization to execute their works.
4. I / We have not suppressed or concealed any information pertaining to works executed by us.
5. I / We have not made any misleading or false representation or deliberately suppressed information in the form of statements and enclosures required for eligibility criterion.
6. 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 undertaking should be signed by the authorized officer of the organization having valid authority letter from competent authority i.e. CMD / MD / Chairman.



Annexure-III

Brief Description & Scope of Work

Employees' State Insurance Corporation (ESIC) is an autonomous body under the aegis of the Ministry of Labour and Employment, Government of India. It is proposed to enter into an agreement/MoU with the selected eligible 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 MoUD for execution Annual Maintenance Contract (Civil & Electrical Work) for one year. 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 consent.

Scope of Works:

1. Comprehensive Annual Repairs, Maintenance & Operations of equipments and installations (ARMO) at Odisha Region (ESIC reserves the right to add on or delete any dispensary/ office in the mentioned list). The built-up area and plot area details of the establishments to be undertaken for ARM are as following:

Description		Area Details	
S.No	Establishments i.e. Offices/Hospital/Medical Colleges	Plot Area in Acre. (Approx.)	Built Up area SQM (Approx.)
1.	ESI Hospital & Staff Colony Kanshbahal	6.96	Hos-1510, quarter-1624
2.	ESI Dispensary & Staff Colony Rajgangpur	2	Dis-784, qtr-1629
3.	ESI Dispensary, Branch Office & Staff Colony Hirakud, Sambalpur	3	Dis-600, bo-225, sq-1140
4.	ESI Dispensary, Branch Office & Staff Colony Jharsuguda	2.63	Dis-562.5, sro-2091, sq-3287
5.	ESI Dispensary & Staff Colony Bardol	1.25	Dis-1020
6.	ESI Dispensary & Staff Colony Barbil	5	Dis-530.37, qtr-816.6

7.	ESI Dispensary & Branch Office Staff Quarters Rourkela	3	Staff-836 Dis-524,BO-280
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The major plants and equipment's to be undertaken for Maintenance & Operations of equipment s and installations:

SI. No.	Plant & Equipment s	location	Type/Capacity/Make
1	As per availability	As Above	

2. The ESIC will assign the following types of repairs & maintenance works on deposit mode of work execution basis to AGENCY for carrying out comprehensive Repairs & Maintenance of its existing infrastructure comprising of Hospital, Dispensaries, office buildings & Staff Quarters and Services including Equipment and Plants rendering specialized services:

- a. Day to day maintenance of building and services and Annual/Periodical Repair and Maintenance of Buildings & Services.
- b. Day to day Operation & Maintenance of Specialized Services.

Note:

*The details of procedures, instructions, conditions, norms & yardsticks etc. are already enumerated in booklet-1. Accordingly, necessary applicable conditions, procedures may be included in the bid documents.*

3. Additional points if any for compliance of local statutory/site conditions etc.

may please be added to this special condition.

4. Manpower attendance register with necessary cross checks is to be maintained properly.

5. Uniform, ID Card, tools & plants, safety gears i.e. gloves, boots etc. to the deployed manpower have to be provided by the agency.

6. The Working Staff should be professionally qualified and must be trained.

7. The site for the work is readily available as the ARMO work is to be carried out in the running hospital / dispensary buildings and their premises having residential buildings and other ancillary structures and the desirous

agencies can inspect the Hospital and attached Dispensaries, Staff quarters & Offices Area on any working day.

8. Conditional bids if any shall summarily be rejected.

Regional Director  
Employees' State Insurance Corporation,  
(Address & Phone No., E-mail etc. to be inserted)

Annexure-IV

AGREEMENT

The agreement made this day of \_\_\_\_\_ 20 \_\_\_\_\_ between the Employees' State Insurance Corporation having their \_\_\_\_\_ ( hereinafter called the first party of the one part and M/s \_\_\_\_\_ having their registered office at \_\_\_\_\_ hereinafter called the second party of the other part ).

Whether the first party have desired to get Repairs and Maintenance of the immovable properties owned by the ESI Corporation in the State of \_\_\_\_\_ done by the second party.

Now, therefore, this agreement sets out the terms and conditions for execution of Repairs and Maintenance of the properties as mentioned above and for making funds available for the same.

The first party agrees to entrust the repair and maintenance work of its various immovable properties, as may be indicated from time to time in the state of \_\_\_\_\_ to the second party and the second party agrees to execute the work of Repair and Maintenance and Special Repairs, if any, required for those properties on the terms and conditions as set out here under :-

1. The Second party will set up a separate wing in their organization having both civil as well as Electrical units under one single authority to exclusively look after the Repair and Maintenance work of ESIC properties. The officer in — charge of this wing will be responsible for ensuring effective and proper Repairs & Maintenance of both civil as well as Electrical works. The estimates will also be submitted in respect of both civil as well as electrical works simultaneously indicating the items required to be executed under the two heads namely Electrical and civil separately.

9. The Second party shall prepare the estimate for Annual Repair and Maintenance requirements for each property ( or a group of properties if so desired by the first party) separately within the rates approved by the first party and submit the same to

the Regional director, ESI Corporation, latest by every year, indicating the specific items of work to be done by the second party in a particular year, in consultation with the Custodian / Occupier of the concerned property / properties.

10. The first party shall release initial deposit@ 30 % of the estimated amount required for Annual Repairs and Maintenance to the second party after sanctioning of the estimate. The remaining amount of the estimate will be released only after receipt of the Expenditure Statements of the previous sanctions duly signed by the Accounts Officer and the Officer In — Charge of the Maintenance wing, created by the second party for this work, accompanied by a certificate from the Occupier / Custodian of the property certifying satisfactory completion of the works done by the second party.

11. Though the norms of expenditure on Annual Repairs & Maintenance of the projects are based on the plinth areas and though the estimates are to be prepared accordingly, the funds released against the estimate shall also be utilized for maintaining external services of the concerned property / properties. However, in some cases of major external services where it is not possible to meet the expenditure on such external services from the plinth area norms of the buildings, a separate estimate for external services shall be prepared and submitted giving full justification for the need for framing such separate estimate. Funds shall be released against such estimate only if necessary approvals are taken by the second party from first party.

12. The estimate for maintenance of electric installations, like water pumping system, Air — conditioning equipment's, lifts, etc. would be framed on the basis of assessment of actual requirement. The actual requirement shall be supported with details of the labour and items for which the funds are required.

13. The periodicity of attending the different items of work will normally be as specified in in the bid document unless otherwise ordered by the first party.

14. The second party or its authorized representative shall inspect each of the properties under its care and suggest means for proper maintenance of the property.

This inspection should be completed within 3 months of the taking over of the property.

15. The second party shall assist the first party in taking over the possession of the properties inter — alia from the previous agency and advise the first party on structural stability and other engineering aspects and take over possession of the same immediately with all inventory, etc.

16. The second party shall make immediate arrangements for deployment of manpower for operation & no. of various Electric installation, pumps, lifts, HVAC, DG sets, STP/ETP etc.

17. The Replacement of Consumables like Bulbs, Tube-lights etc. shall be limited to areas of Office Buildings, Hospital Buildings, Public area of Staff Quarters only. Procurement of these type of consumables inside the staff quarters shall be done by the allot tee himself.

18. The expenditure incurred by the second party on account of the fee payable for Mandatory inspection of installation by the Civil Agencies and the Taxes levied by the Local Bodies will be outside the estimates for Annual Repairs and Maintenance and separate Bill shall be submitted for the same.

19. At the conclusion of the Financial Year, the second party shall submit the expenditure statement of the funds sanctioned and released to them for each of the properties ( or group of properties as the case may be ) separately duly signed by two officers viz. the Accounts Officer / Competent Authority of Accounts Department and the Officer in — charge of the maintenance wing created for this purpose by the second party, along with a certificate of satisfactory completion of the work from the Custodian of the project. In case satisfactory performance during the current year, the contract can be further extended for a period of one year at the same rates and conditions under the ceiling amount prescribed.

20. At the commencement of the year, the second party or its representative, along with the Custodian, will inspect the property, identify the Repairs and Maintenance needed and accord priority to the various items of works to be attended to during the year and completed and the second party, as far as practicable shall strictly adhere to the priorities so fixed by the Occupier / Regional Director, ESI Corporation.

21. The work of essential Repair and Maintenance and operation of essential services shall under no circumstances be held up for temporary delay in release of funds.

22. For each of the properties (or a group of properties so approved by the first party), the second party or its representatives shall maintain a Complaint Book at the service Centre and all complaints will be got entered in the said book which shall be periodically seen by the Officers of the second party and as soon as the work is completed, suitable remarks shall be given in the Register. This Register should also be periodically seen by the Senior Officer of the second party and signed in taken of having seen the same. The book shall also be available for scrutiny of the Regional Director of the first party and / or the Occupier of the property and of their representatives.

23. The second party shall abide by the scheduled Rates as fixed by the first party from time to time for various cities.

24. The second party shall be responsible for ensuring compliance with the various Labour laws that may be in force from time to time. Any liability on account of this and also any liability arising from non — observance of the same shall be met by the second party at its risk and cost.

The wages of the deployed labour falling under plinth area rates and manpower engaged for operating and maintenance of equipment's shall be governed by Minimum Wages Act along with the statutory provisions (like PF, ESI, etc. and other prevalent / mandatory regulations of the concerned State / UT). Monthly statement of the compliance made on ESI/EPF, Labour laws, other Statutory compliances etc. along with the supporting documents shall be submitted to the Regional Director without fail by the maintenance agency.

25. The Construction 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 Construction Agency at its risk and cost. It has to be ensured that the Construction Agency registers themselves as Principal Employers for necessary compliance with the provision of Contract Labour (Regulation & Abolition) Act, 1970 etc. as applicable.

26. GST / Labour Cess etc. if it becomes applicable on Centage / Departmental Charges subsequent to date of signing of agreement in case of the categorization/change in rates of ARM work as a "Service" by Central / State Govt. shall be first paid by the

Construction Agency which shall then be reimbursed/paid as per actual without any Departmental Charges.

27. The second party shall also register themselves as Principal Employer for necessary compliance with the provision of Contract Labour (Regulation & Abolition) Act, 1970 as applicable.

28. in case of the unsatisfactory performance of the second party during the financial year, notice will be served for termination of the Agreement / MoU shall be taken up as per the clauses of the agreement by forfeiting the Performance Guarantee and the new Agency will be fixed at the risk & cost of the second party.

29. The first party can withdraw the work from the second party at any time after giving three months' notice without assigning any reason thereof and if the second party wishes to discontinue the work of the Repair and Maintenance, the second party shall give three months' notice of their intention to discontinue the work. In such an event, the first party will not accept any liability on account of workers engaged by the second party and on any other account.

#### Redressal of Disputes

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

Amicable settlement has not been reached. The dispute shall be referred to the sole decision of the Chief Engineer, ESIC whose decision shall be binding on both the parties.

In case of dispute still persisting, the matter will be referred for settlement as per Govt. India Guidelines issued vide O.M. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 (as updated or latest amended) on administrative mechanism for resolution of CPSE disputes, through DG, ESIC.



For and on behalf of PSU

Signature

Name

Designation

Witness 1

Signature

Name

Designation

Date:

Place:

For and on behalf of ESIC

Signature

Name

Designation

Witness 2

Signature

Name

Designation



