



भारतीय राष्ट्रीय उपभोक्ता सहकारी संघ मर्यादित NATIONAL CO-OPERATIVE CONSUMERS' FEDERATION OF INDIA LTD.

(उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय, भारत सरकार)

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NCCF/KNP/Const./2022-23/376

Dated: - 18.06.2022

Email Id. -nccfknpg@gmail.com

Mob No.- 9893270235

Short Term Tender Notice

National Cooperative Consumer Federation of India Ltd. NCCF Kanpur Branch invites offer/rates for participation in tender floated by Medical Superintendent, ESIC, Varanasi for Comprehensive Annual Repair and Maintenance of buildings, services and operation /maintenance of equipment's and plant in ESI Hospital Buildings, Varanasi and staff quarters at Pandeypur, Varanasi U.P. The last date for submission of the proposal is 21.10.2022 at 10.00 AM, for any queries please contact to Lucknow Branch. Approximate value of the work is Rs. 2 Crores plus AMC of equipments on actual cost basis.

Interested enlisted, eligible and reputed Firms, Business Associates, sound and well experienced suppliers may submit their rates along with EMD and other relevant documents to Kanpur Branch up to 03.00 PM of 20.10.2022.

All terms & conditions will be applicable as per norms of tender document of ESIC & NCCF.

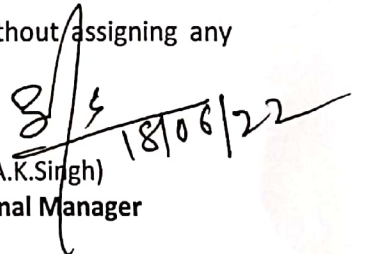
Non-empanelled Business Associates/Firms/Suppliers may also be submit their offer/rates, but they will have to get themselves empanelled with NCCF Kanpur Branch by applying within one week of submission of offer along with all necessary documents for empanelment. Preference will be given to the empanelled business associate/Firms/Suppliers. Conditional bid will not be considered.

NCCF will be at liberty to distribute the quantity of material/work (40% maximum) to be supplied among all the technically eligible bidders (who qualify the eligibility criteria and have deposited requisite earnest money along with their bids) at the lowest accepted rates by the Tendering organization subject to acceptance of the lowest rates by the bidders other than L1, after acceptance of NCCF offer by the Tendering department.

NCCF shall be at liberty to terminate the empanelment/Registration of the Business Associates/Firms, if it is found that they have competed with NCCF in a particular bid either directly or in partnership/JV with some other firm.

NCCF reserves the right to reject any or all the proposals/rates received without assigning any reasons at any time.

Encl:- As above.


(A.K.Singh)
Regional Manager

Place: Kanpur



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



क.रा.बी.नि. अस्पताल, पाण्डेपुर, वाराणसी, उ.प्र.-२२१००२
E.S.I.C Hospital, Pandeypur, Varanasi, U.P.-221002
Email: ms-varanasi.up@esic.nic.in
Website: www.esic.nic.in

Dated:11-10-2022

Notice inviting Tender

Employees State Insurance Corporation (ESIC) is an autonomous body under Ministry of Labour and Employment, Govt. of India. ESIC invites online bid offer for centage charges* on percentage basis from eligible central/state/Public Sector undertaking(PSU) for taking up the Annual Repair and maintenance of buildings, services and operation/ Maintenance of Equipment's and plants on deposit mode of work execution basis in ESIC Hospital buildings and staff quarters at Pandeypur, Varanasi, Uttar Pradesh 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	Comprehensive Annual Repair and maintenance of buildings, services and operation/maintenance of equipment's and plants in the ESIC Hospital buildings and staff quarters at Pandeypur, Varanasi, Uttar Pradesh for one year
Client/Owner	Employees State Insurance Corporation
Annual estimated amount for ARM works	Rs. 2 Crores plus AMC of equipments on actual cost basis
Date of tender document available to parties to download	From 11.10.2022
Prebid conference	Date 14.10.2022 at 11.00 AM at Office of AMS, 2 nd floor, ESIC Hospital, Pandeypur, Varanasi
Starting date of e-tender for submission of online techno commercial bid and price Bid	From 11.10.2022
Closing date of online e-tender for submission of technical and price bid	Date: 21.10.2022 at 10.00 AM
Date and time of opening of techno Commercial Bid	Date: 22.10.2022 at 11.00 AM
Date and time of opening of Price Bid	Will be communicated separately to the qualified bidders.
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

*Centage charges – As defined in section-4 : Financial Bid.

Note- wherever the word "ESIC" is mentioned it refers to Medical Superintendent, ESIC Hospital, Pandeypur, Varanasi

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 compiled are available at the website <https://eprocure.gov.in/eprocure/app> and <https://www.esic.nic.in/tenders>

5. Construction agency must ensure to quote rate in percentage only in appropriate column up to 2(two) decimal places, greater than zero, both in figures and words distinctly.
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 at least 2 days before the notified pre-bid meeting date, to the office of Medical Superintendent or may visit the said office during the office hours on working days 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 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 intending bidder shall have any claim arising out of such action.

11. Set of Bid documents:

The Following documents will constitute set of tender documents:

Sr. No.	Description	Section	Page Nos.
1	Notice Inviting Bid	Section-1	1-5
2	Instruction to Construction Agency	Section-2	6-10
3	Qualifying Criteria	Section-3	11-13
4	Financial Proposal	Section-4	14-15
5	Payment terms		16
6	Acceptance of Bid conditions	Annexure 1	17
7	Undertaking by bidder	Annexure 2	18
8	Brief Description & Scope of work	Annexure 3	19-21
9	Format of Agreement	Annexure 4	22-26
10	Integrity Pact	Annexure 5	27-31
11	Format of performance bank guarantee	Annexure 6	32-33
12	Bid security declaration	Annexure 7	34

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 qualified bidders.

L-1 Agency whose centage charges are found lowest shall be considered for award of work as per due process.

13. Mode of submission

The bidder 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 fulfilment of qualifying criteria.
- c) Bid documents downloaded from website to be signed on each page by authorized representative.
- d) Authority letter issued by the Competent Authority i.e. CMD/MD/Chairman for signing the bid document.
- e) Financial bid (Section-4) quoted with centage charges in the BoQ. The centage charges must not be quoted anywhere in the technical bid part.
- f) **No Proposals/Documents will be received/uploaded after the prescribed date & time.**

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

14. The bid for the work 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 bidder 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 participations.

Medical Superintendent

Instructions for Online Bid Submission

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

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

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

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link **“Online bidder Enrollment”** on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should consider any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can

use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 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 Helpdesk. The contact number for the helpdesk is 1800 233 7315.

Section-2

Instruction to Construction Agency

Instruction 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 : Assistant Director (A)
Address : ESIC Hospital, Pandeypur, Varanasi
Phone : 0542-2501980
Email : ms-varanasi.up@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 their own information for preparation, submission of bids & execution of services before award of work.

b) The Construction agencies shall be responsible for obtaining licences 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's 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:

Conflict 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 during 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 willful misrepresentation or omission of facts or submission of fake/forged documents in order to influence a selection process or the execution of the Contract.

“Collusive practices” means a scheme or arrangement whether formal or informal, between two or more bidders with or without the knowledge of ESIC, designed to establish prices at artificial, non competitive levels, submission or non- submission of Bids.

“Coercive practices” means harming or threatening to 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 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 remains 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

Medical Superintendent 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

2. Clarification and Amendment of Bid Documents

2.1 Construction agencies may request for a clarifications in respect of the Bid documents not later than 2 days before the prebid meeting date. Any request for clarification must be sent in writing or by standard electronic means to the ESIC email address: ms-varanasi.up@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 such 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.

3. 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 certificates may be done at ESIC Hospital Level.**

3.3 Documents pertaining to Qualifying criteria

Bidder shall have to furnish header line as 'Documents pertaining to qualifying criteria' in all the relevant documents 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

Financial bid as per section-4 duly quoted shall be uploaded/filled in online (whichever provision provided in CPP portal) and shall not include any technical condition/information. Conditional bids shall be rejected summarily.

4. 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 Agency 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 the 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.

5. 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 CPP portal. No documents furnished or made available after last date of submission of bid shall be considered for evaluation for meeting qualifying criteria.

5.2 Evaluation of Financial bid

5.2.1 After the qualifying criteria evaluation is completed, the ESIC shall notify those Construction Agencies who have qualified. Construction agencies may attend the opening of Financial bid, however the same is optional.

5.2.2 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 the competent Authority.

5.2.3 The Final selection shall be based on evaluation of the bids by the committee constituted for the purpose.

6. 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 Medical Superintendent 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 the work 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 milestone 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 Construction Agency shall submit a Performance Guarantee in the form of Bank Guarantee @ 3% of the budgeted amount initially valid for a period up to 06 months beyond the stipulated contract period of one year. In case the contract period of work gets extended, the contractor shall get the validity of performance guarantee extended, at his own cost; to cover such extended time for contract period. The guarantee shall be in the form of Demand draft/Bankers cheque or of fixed deposit receipts pledged to 'ESI fund A/C No. 1' payable at Varanasi within seven days of LOA or irrevocable Bank guarantee bonds of any Nationalized bank or the State bank of India in the format as per Annexure-VI. The Performance guarantee shall be released after six months from the date of successful completion of the contract in all respects.

7. 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 de-barred from participating in future tenders.

8. Default of contractor

If the performance of the contractor is not satisfactory and not corrected within 15 days of receiving notice, the ESIC would have the liberty to terminate the contract and get the work executed through other means at the risk and cost of the agency.

9. Amicable settlement of dispute

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

10. Disputes

Any disputes 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 of 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 disputes shall be referred to the sole decision of the Medical Superintendent, ESIC Hospital, Pandeypur, Varanasi 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. of India guidelines issued vide O.M. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.5.2018 (as updated or latest amended) on administrative mechanism for resolution of CPSE disputes, through DG, ESIC.

11. 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.

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 organisation/PSU which may be notified by MoUD are eligible for participation in the bidding process and should meet both the following minimum qualifying criteria:

I. **Works experience:**

Experience of executing similar works (completed#/ongoing##) as given below during the last 5 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 the 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 last 3 consecutive financial years of 2018-19, 2019-20, 2020-21. 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:

1. Annual Repairs and maintenance of Hospital* (minimum 100 bedded) with or without residential staff quarters.

AND/OR

Extension/Renovation of existing Hospital* (minimum 100 bedded) with or without residential staff quarters.

(* Hospital would include standalone Hospital or Hospital as a part of the medical college)

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

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

b) 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:

i) 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.

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

iii) Certificate from Chartered Accountant mentioning financial turnover of last 3 (three) financial years of 2018-19, 2019-20, 2020-21 to establish eligibility as mentioned in para 1(ii) of this section. ESIC reserves

the right to seek further details beyond date of opening of bid pertaining to qualifying criteria.

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

v) Signed Annexures in I, II, V, VII as per instructions

vi) Undertaking to submit the Performance guarantee as stipulated in the bid in the form of bank guarantee and to sign MoU as per the Annexure-IV

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

Section-4

Financial

Proposal

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 at ESIC Hospital buildings and Staff quarters, Pandeypur, Varanasi, Uttar Pradesh.

Name of Construction Agency:

No.	Description	Centage Charges*
		(In figures & words)
	Centage Charges** for execution, supervision of Annual Repair and Maintenance of buildings and Services AND operation/maintenance of equipment's and plants in ESIC Hospital buildings and Staff quarters, Pandeypur, Varanasi, Uttar Pradesh as per scope of work and terms and conditions of the Bid & standard Contract Agreement.%***

Seal of the organization

Signature of the authorised 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**

The funds for the ARM works shall be deposited by ESIC to selected agency under GFR133(3) in the following manner:

1	Initial advance deposit after assignment of work and sanction of preliminary estimate and sanction of expenditure of previous year, if any, including submission of Bank Guarantee of 3% for performance guarantee (as per OM No. F9/4/2020/PPD Dated 12.11.2020 & 30.12.2021).	30% of the approved estimate either fully or in two installments within the quarter. (against submission of undertaking for compliance of: - A. Submission of Monthly statement of compliance made on Material detail, ESI/PF, Labour laws, other statutory compliances, monthly expenditure statement etc. along with the supporting documents. B. Expenditure statements on consumed materials and item of works executed duly signed by authorized Account officers. Both A & B to be submitted by 7th of every succeeding month.
2	First installment after submission/sanction of visit report, requirement identifications, detailed estimate, etc. after compliance of procedure, instruction as defined in circular i.e. a. Setting up of service center, maintenance of log books for complaint rectification and restoration of services etc. b. deploying manpower of O&M of MEP equipment's as per user requirement and justifications. c. execution of periodical repairs and annual repairs i.e. replacement of glass, repair of doors, replacement of fixtures/fittings, painting, tiles etc.	30% of the approved estimate either fully or in two installments within the quarter subject to certificate and submission of: A. Monthly statement of compliance made on Material detail, ESI/PF, Labour laws, other statutory compliance, monthly expenditure statement etc. along with the supporting documents. B. Audited Expenditure statements on consumed materials and items of works executed in previous quarter/advance and adjustment of advance of (1) above duly signed by authorized Accounts officers.
3	Second installment in the third quarter of financial year against submission of the statement of work done including submission of expenditure statement duly signed by Account Officer and Engineer i/c of agency. Evaluation of satisfactory performance by committee/user, statement of balance works to be done as per detailed estimate against the work due for the year.	30% of the approved estimate Subject to adjustment of advance of (1) & (2) above.
4	Final installment to be deposited before end of financial year after receipt of satisfactory completion of the work by user.	10% of the approved estimate

***it may please be ensured that funds are released against PBG and extent of fund issued/released is not more than 30% of the estimate amount(considering PBG and security)

*****Any interest earned out of the deposit maintained by the construction agency to be deposited to ESI A/c No1, payable at Varanasi for the adjustment of account to be considered to the extent.

**Acceptance of Bid Condition
(On the Letter head of the Organization)**

To
The Medical Superintendent,
ESIC Hospital,
Varanasi, Uttar Pradesh

Sub- Annual Repair and Maintenance of buildings, services and operation/maintenance of equipment's and plants at ESIC Hospital buildings and Staff quarters, Pandeypur, Varanasi, Uttar Pradesh

Ref- Bidding document No.....

- Sir,
1. With reference to above, I/We are eligible to submit our bid/offer for the above work and I/We hereby unconditionally accept the terms & condition 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. organisations. 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 authorised representative)
With rubber stamp

Dated:-----
Place:-----

Note- this letter shall be signed by the authorized officer of the organisation having valid authority letter from competent authority i.e. CMD/MD/Chairman.

**Undertaking
(On the Letter head of the Organization)**

To
The Medical Superintendent,
ESIC Hospital,
Pandeypur, Varanasi

Sub- Annual Repair and Maintenance of buildings, services and operation/maintenance of equipment's and plants at ESIC Hospital buildings and Staff quarters, Pandeypur, Varanasi, Uttar Pradesh

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 organisations.

Or

- I/We have employed ESIC staff/ member of the Corporation as per list attached to work.
3. I/We have not been debarred or blacklisted by any department/organisation 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/weakness or have a record of poor performance.

Yours faithfully,

(Signature of authorised 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

The 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 of Annual maintenance Contract (Civil & Electrical Work) at ESIC Hospital buildings and Staff quarters, Pandeypur, Varanasi, Uttar Pradesh 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 work-

1. Comprehensive Annual Repair and Maintenance of buildings and Services AND operation/maintenance of equipment's, plants and installations at ESIC Hospital buildings and Staff quarters, Pandeypur, Varanasi, Uttar Pradesh.

S.No.	Description of Establishment	Plinth Area (Approx. Sqm)
1.	ESIC Hospital buildings, Pandeypur, Varanasi	17100.00
2.	Staff Quarter's in hospital campus	9141.12

2. The major plants and equipments to be undertaken for Maintenance & Operations of equipments and installations: (for illustration only)

S. No	Name of Hospital	Name of Equipment	Qty.	Capacity	Make
1.	ESIC Hospital Pandeypur, Varanasi	DG Set with AMF Panel	03 Nos.	1010 KVA Each	Supernova Engg. Ltd.
		11 KV Sub Station/ Transformer and HT/LT Distribution Panel	01 Nos.	500 KVA	Crompton Greaves
		Transformer	03 Nos. 01 No.	33 KVA 500 KVA	Electrocrafts
		Chiller plants	03 Nos.	350 Tr each	Voltas
		Window and split AC	46 Nos.	1.0 ton, 1.5 ton, 2.0 ton	All Brands
		HVAC system and ducted units	01 Nos		-----
		PSA Oxygen plant	01 No	500 LPM	Oxymat
		Fire Extinguishers ABC Type	75 Nos.	9 Kg, 6 Kg	All Brand
		Fire Extinguishers CO2 Type	15 Nos.	4.5 Kg, 22 Kg	All Brand
		Fire Alarm system	1 No		

Fire Fighting Equipments	01 no.	-----	-----
Submersible Pump	01 no.	7 HP	-----
STP/ETP/Water Treatment Plant	01 no.	125+20 KLD	Cecon
UPS	08 nos.	30 KVA and 60 KVA	Legrand
Medical Gas pipeline system	01 No.		Meditech
Modular operation theatres	05 Nos.		Meizo Health care
Laundry equipments			Fabcare
CSSD/TSSU equipments			Periclave
Kitchen equipments			----
CCTV system			Pelco
PA system			Ahuja
Queue management system	02 Nos.		Novelknett
Audio visual system			Heinrich
2 body Mortuary chamber	01 No.		Webcon
Water purifiers/coolers			Aqua guard/ Voltas
Solar water heating system	01 No.	10000 LPD	Greentex
Street Lights & Display Light			All brands

Note: For the above listed E&M installations, funds will be provided for maintenance on actual cost basis only.

3. 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 Buildings & Services including Equipment and Plants rendering specialized services:

- a) Day to day Maintenance of Buildings & Services and Annual/periodical Repairs and Maintenance & Operations (ARMO) of Buildings & Services
- b) Day to day Operation & Maintenance of specialized services along with the consumables required.
- c) Annual Repairs and Maintenance of specialized services (AMC/CAMC) of various electromechanical equipments i.e DG Set, HVAC, Transformer, Firefighting System etc along with supply of diesel services for DG operation.
- d) Special Repair works for Buildings & Services (**If required separate tenders may also be called based on local condition**)

Note:

A. Apart from this, Latest General Condition of Contracts published by CPWD is also applicable for this contract. The agency has to follow the CPWD works manual, CPWD maintenance manual, NBC codes, relevant IS codes, manufacturers' norms, CPWD total quality management/Quality Assurance, Environment Health and Safety(EHS), CPWD SOPs etc.

B. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the following points:

- In case of any damage done to ESIC or property of ESIC by Agency/third party contractor/worker of agency or sub-contractor, the agency shall have to indemnify full loss incurred.
- Absence of any maintenance or operation worker shall be fulfilled with equivalent substitute worker. In case, no substitute is provided, the Agency may be penalised with Rs 500/- per day from the monthly bill of that month.
- Manpower attendance register with necessary cross checks is to be maintained properly.
- ID Card, tools & plants, safety gears, boots etc.to the deployed manpower have to be provided by the agency.
- The working staff should be professionally qualified and must be trained.
- The site for the work is readily available as the ARMO work is to be carried out in the running hospital buildings and their premises having residential buildings and other ancillary structures and the desirous agencies can inspect the Hospital and attached buildings, staff quarters & Offices Area on working day.
- Conditional bids, if any, shall summarily be rejected.

Medical Superintendent
Employees State Insurance Corporation Hospital,
Address- ESIC Hospital, Pandeypur, Varanasi
Phone No.-0542-2501980
Email – ms-varanasi.up@esic.nic.in

AGREEMENT

The agreement made this day of2022 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).

Whereas the first party have desired to get Repairs and Maintenance of the immovable properties owned by the ESI corporation at ESIC Hospital, Pandeypur, Varanasi, Uttar Pradesh (As per Annexure-III) done by second party.

Now, thereof, 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 works of its various immovable properties at ESIC Hospital, Pandeypur, Varanasi, Uttar Pradesh 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 and Maintenance 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.
2. 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 Medical Superintendent, ESIC Hospital, Pandeypur, Varanasi, Uttar Pradesh within 15 days of award/renewal of work or as desired by ESIC, indicating the specific items of work to be done by the second party in a particular year, in consultation with the ESIC Engineer.
3. The Second party will be allowed centage charge @ _____based on lowest quoted in financial bid. Rates quoted shall be firm and fixed and are inclusive of cost of manpower, material, machinery, tools and plant etc., including all taxes, duties and levies, insurance of workers etc.
4. 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 office in- charge of the maintenance wing, created by the second party for this work, accompanied by a satisfactory performance certificate signed by concerned ESIC Engineer/custodian in-charge for the work done by the second party.
5. 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 after necessary approvals are taken by the second party from first party.
6. The estimate for maintenance of electric installations, like water pumping system, Air-conditioning equipments, 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.

7. The periodicity of attending the different items of work will normally be as specified in the bid document unless otherwise ordered by the first party.
8. 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.
9. 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.
10. The second party shall make immediate arrangements for deployments of manpower for operation & no. of various electric installation, pumps, lifts, HVAC, DG sets, STP/ETP etc. as per approved estimate and discretion of ESIC.
11. The replacements of consumable like bulbs, Tube-lights etc. shall be limited to areas of Office buildings, Hospitals buildings, Public area of staff quarters only. Procurements of these type of consumables inside the staff quarters shall be done by allottee himself.
12. 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 estimate for Annual repairs and Maintenance and separate bill shall be submitted for the same.
13. 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 the 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 certificate of satisfactory completion of the work from the ESIC Engineer/custodian of the project. In case of 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 on mutual agreement.
14. 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 completed and the second party, as far as practicable shall strictly adhere to the priorities so fixed by the occupier/ESI Corporation.
15. 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.
16. For each of the properties (or group of properties so approved by the first party) the second party or its representative shall maintain a complaint book at the service Centre and all the 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.
17. As far as possible only items based on prevailing DSR should be taken in the detailed estimates .If DSR rates of items is not available then agency should quote the rates based on UP-SOR and items based on market rates should be avoided unless it becomes indispensable to include them. In case of 'Market Rate', it shall be decided at the level of the officer according sanction for technical appropriateness of items framed, rates approved based on GFR/CPWD provisions.

The wages of the deployed labour falling under plinth area rates and manpower engaged for operating and maintenance of equipments shall be governed by CLC minimum Wages Act along with the statutory provision (like PF,ESI,etc. and other prevalent/mandatory regulation 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 Medical Superintendent, ESIC Hospital, Pandeypur, Varanasi without fail by the maintenance agency.

18. 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 provisions of Contract Labour (Regulation and Abolition) Act 1970 etc. as applicable.
19. GST/Labour cess etc. if it becomes applicable on Centage/ Department 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 be reimbursed/paid as per actual without any department charges.
- 20- In case of the unsatisfactory performance of the second party during the financial year, notice will be served for termination of the Agreement/MoU. Further action 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.
- 21- The first party can withdraw the work from the second party at any time after giving three months notice without assigning any reason there of 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.
22. All the deployed manpower engaged by the agency for smooth functioning must mark their attendance in Aadhar enabled Biometric Attendance System. The agency should ensure that all contractual employees engaged by them mark their attendance in Biometric Attendance System mandatorily and the attendance sheet is attached along with their monthly salary bills. The Authorized person of ESIC/caretaker of the hospital should verify the monthly attendance sheet. Payment of monthly salary bills should be released only after compliance of the same.
23. ARM agency will apprise ESIC about the status of various Repairs & Maintenance works periodically during joint Progress Review Meetings wherein both physical and financial progress would be discussed besides resolution of pending issues, if any. Progress Review Meetings, preferably monthly shall be held between ARM agency and ESIC for reviewing the progress of ongoing Repairs and Maintenance works based on mutually agreed timelines, milestones etc. and also for resolving co-ordination issues, including fixing priority in carrying out some segments of works/items, buildings, facilities and services for their early completion and handing over to ESIC for putting them to use for intended purpose, if any.
24. For any urgent/emergent work beyond regular ARMO work, **ARM agency** has to attend on priority with approval of ESIC and expenditure is to be submitted separately.
25. In case any non-conformity with the prescribed specifications or any defect is detected within 06-months of completion, the Construction ARM agency will be held responsible and will be liable to make good the deficiencies failing which the ESIC shall get the rectification done at the risk and cost of the Construction ARM agency.
26. ARM agency shall get Scrap/ Salvage value of the dismantled material following due process as per CPWD norms/guidelines., and such amounts shall be deposited in the ESIC Account No. 1.
27. **ARM agency** have to furnish the documents related to award/assigned work to their sub-Contractors, if any, for the respective Hospital sites viz. award letter, Signed copy of Contract Agreement, BOQ, etc.
28. The Office of **ARM agency** have to be set-up at Varanasi and permanent responsible Engineer representative of ARM agency shall be appointed to co-ordinate with ESIC Hospital, Pandeypur, Varanasi. A space will be provided to agency by ESIC free of cost for setting up of Office as per approval of competent authority of ESIC till maturity / completion of work. The ARM agency has to

provide security clearance for ARM agency staff / contractors and their workers for working at site in case these are required. ARM agency has to depute independent experienced Engineer team both Civil and Electrical at the respective Hospitals as well as Office Establishments and it will be covered in the centage charges of the ARM agency. **At least one JE (Civil) and one JE (Electrical) for the Hospital project must be available on-site.**

29. ARM agency will make immediate arrangement for deployment of adequate manpower for Operation & Maintenance of Equipment's & Plants rendering specialized services so that the required services can be maintained uninterrupted. All emergent Repair and Maintenance related complaints shall be attended to within 24 hours and routine/non-emergent repairs shall be attended within 48 hours, failing which a recovery of Rs. 200.00 per event per day shall be made from the subsequent payments to the ARM agency.
30. ARM agency shall have to ensure that only qualified electricians and Operators (Generator, Pump, Lift, Fire Men Boiler, Oxygen plant, etc) are deployed. Preferably all the other skilled workers deployed should also be qualified. The certificates of technical qualifications should be verified before deployment of all the skilled/semi-skilled workers/engineers/technical persons by the ARM agency as per ESIC Guidelines/Circular.
31. 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 after necessary approvals are taken by the ARM agency from ESIC.
32. The ARM agency has to submit Works Completion Report (WCR) duly bringing out the Final Cost as against the approved Cost. The WCR shall be submitted along with Final Works Accounts including return of unspent balance amount to ESIC within one month of settlement of final bills of the contractors / other agencies deployed by ARM agency.
33. The ARM agency has to obtain necessary Statutory Approvals / Permission / Clearances / Certificates from the concerned Local Bodies & Statutory Authorities like Municipal Corporation/Development Authority, Electricity Board / Fire Department, State / Central Pollution Control Boards, State / Central Environmental Authorities etc. as applicable.
34. ESIC shall permit free access to ARM agency appointed Contractors' Materials and Workmen to the site of work and also provide the ARM agency with electricity and water required for carrying out works inside the premises/complex.
35. The Material to be used at site should be of approved brand and as per CPWD norms.
36. The ARM agency shall take over the possession of the properties from the previous agency and advise the ESIC on structural stability and other engineering aspects and take over possession of the same immediately with all inventory, etc.
37. 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.

38. Redressal of Disputes

Any disputes 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 of 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 with this contract or the interpretation thereof. If an amicable settlement has not been reached, the disputes 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. of India guidelines issued vide O.M. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.5.2018 (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

For and on behalf of ESIC

Signature
Name
Designation

Witness 1

Signature
Name
Designation

Witness 2

Signature
Name
Designation

Date:

Place:

INTEGRITY PACT

To

**The Medical
Superintendent, ESIC
Hospital,
Pandeypur,
Varanasi-221002, UP**

Sub: Submission of Tender for the work of ARMO

Dear Sir,

I/We acknowledge that ESIC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by ESIC. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, ESIC shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of ESIC

INTEGRITY AGREEMENT

This Integrity Agreement is made aton this..... day of20

BETWEEN

ESIC represented through Medical Superintendent, ESIC Hospital, Pandeypur, Varanasi-221002, (UP) (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Central / State Government Organizations / Public Sector Undertakings (PSU)) through (Details of duly authorized signatory) (Hereinafter referred to as the "**Bidder**" and which expression shall unless repugnant to the meaning or context thereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No) (hereinafter referred to as "Tender/Bid")

and intends to award, under laid down organizational procedure, contract for

..... (Name of work)

hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:-
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/ Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.
4. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
5. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
6. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.
7. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
8. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
9. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 4 - Duration of the Pact

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

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

Competent Authority, ESIC.

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Article 5 - Other Provisions

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

Article 6 - Legal and Prior Rights

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

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

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

.....
(For and on behalf of Bidder/Contractor) WITNESSES:

1

2

(signature, name and address)
address)

(signature, name and
address)

Place:

Date:

FORM OF PERFORMANCE BANK GUARANTEE

In consideration of the Employees' State Insurance Corporation having agreed under the terms and conditions of the Agreement no dated.....made between Employees' State Insurance Corporation and Second Party (here in called the said Contractor

for the work hereinafter called the said agreement) to production of irrevocable bank guarantee for Rs.....(Rs.....only) as a Security/Guarantee from the Bidder for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (hereinafter referred as to "The Bank" hereby) (indicate the name of the bank) undertake to pay to the Employees' State Insurance Corporation an amount not exceeding Rs.....(Rs..... Only In Words) on demand by the Employees' State Insurance Corporation.
2. Wedo hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Employees' State Insurance Corporation stating that the amount claimed is required to meet the recoveries due or likely to be due from the Second Party. Any such demand made on the Bank shall be conclusive as regards the amount due and the payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs_____ (Rs_____ only IN WORDS)
3. We, the said bank further undertakes to pay to the Employees' State Insurance Corporation any money that is demanded notwithstanding any dispute or disputes raised by the Second Party in any suit or proceeding pending before any court or Tribunal relating thereto, a liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of a liability for payment there under and the Second Party shall have no claim against us making such payment.

4. We _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would take for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Employees' State Insurance Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or Engineer-in-charge on behalf of the Employees' State Insurance Corporation certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Second Party and accordingly discharges this guarantee.
5. We _____ (indicate the name of Bank) further agree with the Employees' State Insurance Corporation that, the Employees' State Insurance Corporation shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employees' State Insurance Corporation against the said Second Party and to bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Employees' State Insurance Corporation or any

indulgence by the Employees' State Insurance Corporation to the said contracts or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank of the contractor.
7. We lastly undertake not to revoke this guarantee except with the previous consent of the Employees' State Insurance Corporation in writing.
8. This guarantee shall be valid up to Unless extended on demand by Employees' State Insurance Corporation. Notwithstanding anytime mentioned above, our liability against this guarantee is restricted to Rs_____ (Rs_____ only) and unless a claim in writing is lodged with us within six months of the date of expiry of the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated Day of _____ For _____ (indicate the name of Bank).

BID-SECURITY/EMD DECLARATION FORM

To

**The
Medical
Superinten
dent,ESIC
Hospital,
Pandeypur ,
Varanasi-221002, Uttar Pradesh**

Sir, I/We, the undersigned, declares that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security/EMD Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

(a)	have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
(b)	Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) Fail or refuse to execute the contract, if required, or (ii) Fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed:

(Insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name:

(Insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder) Dated on _____ day of _____

(insert date of signing) Corporate Seal (where appropriate)

Note:

1. In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid.
2. Bid Security declaration must be signed in by the Proprietor/CEO/MD or equivalent level of Officer of the company.