

(Under Ministry of Consumer Affairs, Food & Public Distribution, Govt. of India)

NCCF/JPR/Tender/Buss./2022-23/

Date: 02.01.2023

TENDER NOTICE

NCCF, Jaipur intends to participate in e-tender, floated by Employees State Insurance Corporation (ESIC) for the Annual Repair, Maintenance of ESIC Medical College and Hospital (Housing Quarters and all other building in the Campus) at Alwar, Rajasthan along with provision of Special Repair work as & when required basis on deposit mode of work execution basis. Therefore registered and experienced suppliers of NCCF, Jaipur are requested to submit their proposals to NCCF of India Ltd., Third Floor, Nehru Sahkar Bhawan, Jaipur, 302001 latest by 09.01.2023 Monday, up to 04:00 PM.

- The proposal to be submitted must also contain credentials/work experience certificates for execution of such works in past.
- The proposal must contain NCCF margin as per NCCF guidelines for construction activities.
- Non empanelled firms of Rajasthan may also participate in tender, but they will have to get themselves registered under NCCF, by following the due procedure of registration.
- Other terms and conditions are as per norms of ESIC.
- NCCF reserves the right to accept or reject any offer without assigning any reason.
- Any clarification required by the participants may contact Branch Manager, NCCF, Jaipur.
- More details can be seen on <https://eprocure.gov.in>

Enclosed: Copy of the ESIC


(Rakesh Bhuria)
Branch Manager



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



सत्यमेव जयते

चिकित्सा महाविद्यालय एवं अस्पताल
Medical College & Hospital
देसूला, एमआइए, अलवर (राज.)- 301030
Desula, MIA, Alwar (Raj) - 301030
E-mail - dean-alwar@esic.nic.in
ms-alwar@esic.nic.in
Website - www.esic.nic.in/www.esic.in

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[SECTION – 1]

NOTICE INVITING BID

For

**Annual Repairs, Maintenance of ESIC
Medical College and Hospital (Housing
Quarters and all other buildings in the
Campus) at Alwar, Rajasthan on deposit
mode of works execution basis.**



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EMPLOYEES' STATE INSURANCE CORPORATION

Medical College & Hospital, Alwar-301030

NOTICE INVITING TENDER

Employees' State Insurance Corporation (ESIC) is an Autonomous Body. ESIC 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 Repairs, Maintenance of ESIC Medical College and Hospital (Housing Quarters and all other buildings in the Campus) at Alwar, Rajasthan alongwith provision of Special Repair work as & when required basis on deposit mode of work execution basis** 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.	154/W/17/12/15/ARM-III-2022
Name of the Work	Annual Repairs, Maintenance of ESIC Medical College and Hospital (Housing Quarters and all other buildings in the Campus) along with provision of Special Repair work on as & when required basis at Alwar, Rajasthan on deposit mode of works execution basis.
Client / Owner	EMPLOYEES STATE INSURANCE CORPORATION
Annual Budget amount for the ARM works	Rs. 11.16Cr/-(Rs. approx eleven cr sixteen lakh only)
Earnest Money deposit (optional to be decided by ESICMH, Alwar)	Not applicable
(Cost of Tender document (optional to be decided by ESICMH, Alwar)	Not applicable.
Date of Tender Document available to parties to download	21/12/2022 Time:14:00 Hrs.
Date and time of Pre bid meeting	05/01/2023 Time 12:00 Hrs.
Venue	Waiting hall ground floor ESIC Medical College block, ESICMH, Desula, MIA, Alwar-301030
Starting date of e-tender for submission of online Techno Commercial Bid and Price Bid	21/12/2022 Time:14:00 Hrs.
Closing date of online e-tender for submission of Technical bid and Price Bid	12/01/2023 Time: 14:00 Hrs.
Date and time of opening of Techno Commercial Bid	13/01/2023 Time: 14:30 Hrs.
Date and Time of opening of Price Bid	Will be communicated separately to the qualified bidders
Validity of Offer	90 days after the last date fixed for submission of bid including the extension (s) given, if any



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

Note : Wherever the word "ESIC" is mentioned it refers to ESIC, Medical College & Hospital, Alwar Rajasthan

- 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.
- Information and instructions for bidders available in document shall form part of agreement.
- 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> & ESIC Website.
- 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.
- 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.
- 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.
- 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 Dean or may visit the said office during the office hours on working days.
- 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.

10. Set of Bid Documents:

The following documents will constitute set of tender documents:

SECTION-1	Notice Inviting Bid
SECTION-2	Instructions to Construction Agency
SECTION-3	Qualifying Criteria
SECTION-4	Financial Proposal

Alongwith all Annexures.

11. 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.

12. 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.

- 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.



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- 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 and stamped on each page by authorized representative along with Financial Bid / Proposals (Section - 4) quoted with Centage Charges shall be uploaded.
- d. Authority letter issued by the Competent Authority i.e. CMD / MD / Chairman for signing the bid document.
- e. **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.

13. 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.
14. 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.
15. 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 within 7 days & 30 days respectively.
16. 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.
17. 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.


21/12/22
(Dean)

    



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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> & ESIC Website.

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.



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es-alwar.rj@esic.nic.in
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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 in 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 the scheduled 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.



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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.

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[SECTION - 2]

INSTRUCTIONS TO CONSTRUCTION AGENCY

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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: Dean/Assistant Engineer

Address : ESIC Medical College & Hospital, Alwar-301030 (Rajasthan)

Fax :

Phone : 01442887507

E-Mail : dean-alwar.rj@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 cancel 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.



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ms-alwar.rj@esic.nic.in
Website - www.esic.nic.in/www.esic.in

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

Dean 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 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. dean-alwar.rj@esic.nic.in & deepak.gupta@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. 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.

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 certificated may be done at Dean 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.

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3.4 Financial bid Proposals

Bid document duly signed on each page by person duly authorized along with Financial Bid as 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.

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 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.

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 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.

6. AWARD OF CONTRACT

6.1 The work shall be 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 Dean 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 construction for 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.



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- 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 @3% 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.
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 debarred from participating in future tenders.
8. **Default of Contractor:** If the performance of the contract is not satisfactory and not corrected within 15 days of receiving notice, then Dean shall be at 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 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.
10. **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.
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.

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[SECTION – 3]

QUALIFYING CRITERIA

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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 :

One similar work costing not less than the amount equal to 80 % 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

Three similar works each costing not less than the amount equal to 40 % of 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 50 % 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 Hospital* (minimum 100bedded) with or without residential staff quarters.

AND / OR

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

(* Hospital would include standalone Hospital or Hospital as a part of the Medical College)



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2. Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has :
- Made misleading or false representation or deliberately suppressed the information in the forms statements and enclosures required in the eligibility criteria document.
 - 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 :
- 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.
 - Copies of certificates in respect of execution / completion of similar works to establish eligibility as mentioned para 1 (i) of this section.
 - 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.
 - Details in form of the chart mentioning the strength of the organizational setup in the respective state where the ARM works to be undertaken.
 - 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-V.
 - All the above documents and relevant documents to signed by Authorized person as stipulated in clause 13(d) of NIT.



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[SECTION - 4]

FINANCIAL
PROPOSAL

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FINANCIAL PROPOSAL

NAME OF WORK: Annual Repairs, Maintenance of ESIC Medical College and Hospital (Housing Quarters and all other buildings in the Campus) at Alwar, Rajasthan along with provision of Special Repair Work of same on as and when required basis on **deposit mode of works execution basis.**

Budgetary amount for the year: Rs. 11.16 Cr. (Rs. Eleven crore Sixteen lacs only)

Name of Agency: _____

S.No.	Description	In Words	In Figures
1.	Agency Charges quoted by agency (in%) up to 2 decimal figures		

Note:

1. Financial bid will be opened only for technically qualified bidders.
2. Above Quoted Agency Charge (%) is exclusive of GST.
3. Financial Proposal has to be physically filled and then scanned copy of the same has to be submitted in CPP Portal.
4. Agency Quoted Charges will be paid on Actual cost of work done.
5. ESIC shall be fully within its powers to test the reasonability of quoted centage charges against the benchmarks.

(Signature of Bidder)

Designation of the Authorized Signatory

OFFICE SEAL

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ANNEXURE - I

ACCEPTANCE OF BID CONDITION

(On the Letter Head of the Organization)

To

The Dean
ESIC, Medical College & Hospital
Alwar-301030 (Rajasthan)

SUB: Annual Repairs, Maintenance of ESIC Medical College and Hospital (Housing Quarters and all other buildings in the Campus) at Alwar, Rajasthan on deposit mode of works execution basis.**REF :**Bidding Document No. 154/W/I7/12/15/ARM-IV-2022

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.



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ANNEXURE – II

UNDERTAKING

(On the Letter Head of the Organization)

To

The Dean
ESIC Medical College & Hospital
Alwar-301030 (Rajasthan)

SUB:Annual Repairs, Maintenance of ESIC Medical College and Hospital (Housing Quarters and all other buildings in the Campus) at Alwar, Rajasthan on deposit mode of works execution basis.

REF:Bidding Document No. 15 /W /AR&MO works/ESICMC Alwar /PMD /2020/172

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.



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Annexure-III

Brief Description & Scope of Work

(Not Exhausted)

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. Annual Repairs, Maintenance of ESIC Medical College and Hospital (Housing Quarters and all other buildings in the Campus) at Alwar, Rajasthan(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:

S. No.	Name of Building	No. Of Storey	Build Up Area (Sq. Mtr.)	Details / No. of Units
1.	Hospital Building	B+G+7	72,962	500 bedded Hospital
2.	Medical college with Administrative section (G+3) & Lecture Hall (G+4)	G+5	42,502	100 nos. of annual intake for MBBS Course
3.	Nurses Hostel	G + 10	11,297	96 Units
4.	New Boys Hostel	G + 10	12,100	125 Single / Double Occupancy + 54 Triple Occupancy Units
6.	Staff Quarters / Residence			
a.	Type - 2	G+10	7,975	80 Units
b.	Type - 3	G+10	5,401	40 Units
c.	Type - 4	G+10	5,731	40 Units
d.	Type - 5	G+10	9,163	40 Units
e.	Type - 6	G+1	1,252	2 Units
7.	New Girls Hostel	G + 6	7,700	69 Single / Double + 30 Triple Occupancy Units



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8.	Resident Doctor Hostel	G+10	11,858	99 Units
9.	Patient relative Accommodation	G+3	2,192	24 units
10.	Guest House cum Community Centre	G+4	7,091	30 units
11.	Indoor stadium	G+2	10,427	Sitting capacity of 900 persons
12.	Auditorium	G+2	10,504	Sitting capacity of 1000 persons
13.	Animal House	G+1	481	11 rooms
14.	Laundry	G	288	
15.	Guard Room	G	12	
16.	ESS Room-1	G+1	391	
17.	ESS Room - 2	G+1	390	
18.	Under Ground water tank & Pump Room	UG + G	886	
19.	Mortuary	G	288	
20.	Gas Manifold	G	160	
21.	STP / ETP	UG + G	842	
22.	Internes Hostel	G+10	8,602	69 Single / Double Occupancy + 30 Triple Occupancy Units
23.	Meter Room	G	85	
	Total		230,580	

2. The major plants and equipment's to be undertaken for Operations of equipment's and installations: **(for illustration only)**

Sl. No.	Plant & Equipment's	Location	Type/Capacity/Make
1.	DG Set	Medical College Campus	As installed at Site
2.	STP/ETP/RO water plant/WTP	Medical College Campus	As installed at Site
4.	HT/LT substations/UPS	Medical College Campus	As installed at Site
5.	Lifts	Medical College Campus	As installed at Site
6.	Horticulture	Medical College Campus	As installed at Site



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7.	Any other equipment's as required by Dean, Medical College and Hospital at Alwar/User	Medical College Campus	As installed at Site
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4. The operation of equipment's shall be decided later on based on the actual requirement. For the capacity of equipment's and other installations it is advised to bidders to visit the site prior to quote bid.
5. The contractor will carry out all preventive maintenance / Checks as per CPWD Specification and works procedure.
6. Agency would follow relevant GFR, CVC guidelines and carrying out the work as per CPWD norms and specifications.
7. 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 ESIC Medical College & Hospital allied buildings and Services including Equipment and Plants rendering specialized services:

(I) **Civil Works**

- a) Day to day/ Annual/Periodical Repair & Maintenance of building.
- b) Plumbing Work, Sanitary Work, Carpenter & Masonry Work.
- c) Aluminium & Steel Repair Work.
- d) To keep sewer line functional.
- e) Work of Horticulture / landscaping etc.
- f) Any Other Works assigned by Dean, ESIC MCH Alwar/Medical Superintendent/ESIC Engineers as per respective jurisdiction of Premises.

(II) **Electrical/ MEP Works**

- a) Electrical Fitting and Fixtures i.e. Lights, Fans, Switches, Sockets, Wirings etc.
- b) Day to day Operation & Maintenance of MEP Services.
- c) Day to day Operation & Annual/Periodical Maintenance of Specialized Services.
- d) Any Other Work assigned by Dean, ESIC MCH Alwar/ Medical Superintendent/ ESIC Engineer as per respective jurisdiction of Premises.



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(III) Special Repair Works for Building & Services (if required separate tenders may also be called based on local condition).

Special Repair Work may be assigned by Dean, ESIC Medical College, Alwar considering the circumstances. (If required Separate Tender for Special Repair/ Emergent Work may also be called based on local condition & Site requirement). Right to call separate tender without giving any reason thereof is reserved with Dean ESIC Medical College, Alwar..

Note:

A. 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.

B. Additional points if any for compliance of local statutory/site conditions etc. may please be added to this special condition.

(IV) Manpower Deployment:

- Manpower attendance register with necessary cross checks is to be maintained properly.
- Deployment of adequate numbers of manpower like electrician, lift operator, DG Operator, fire technician, Mason, plumber, carpenter, gardener, Helper, sewer man, supervisor etc, so as to ensure round the clock services, smooth functioning & maintenance of the Medical College & Hospital and allied building/services.
- Uniform, ID Card, tools & plants, safety gears i.e. gloves, 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 and their premises having residential buildings and other ancillary structures and the desirous agencies can inspect the Medical College & Hospital and allied building on any working day.
- Before deployment of manpower, Police Verification, Character and antecedent, Medical fitness should be done by the Agency at their cost.
- Conditional bids if any shall summarily be rejected.

The Dean
ESIC Medical College & Hospital
Alwar-301030 (Rajasthan)



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Annexure-IV

MEMORANDUM OF UNDERSTANDING

Between

EMPLOYEES' STATE INSURANCE CORPORATION

and

PUBLIC SECTOR UNDERTAKING / CENTRAL/ STATE GOVERNMENT ORGANIZATIONS

for

Annual Repairs & Maintenance and Operation of ESIC Medical College & Hospital alongwith allied buildings at Alwar

This Memorandum of Understanding (hereinafter called "MoU") signed between Employees' State Insurance Corporation (hereinafter called "ESIC") represented by its Dean, ESIC Medical College, Alwar, Rajasthan.

And

PSU/ Central/ State Govt. Organization (hereinafter called "CONSTRUCTION AGENCY/ AGENCY") represented by its General Manager/ Project Manager / or authorized representative of PSUs on other part. 'ESIC', ESIC MCH Alwar and 'AGENCY' are also referred to individually as 'Party' and collectively as 'Parties' wherever the context so requires.

Whereas 'AGENCY' have agreed to undertake the work of Comprehensive Annual Maintenance & Operation Works (Civil & Electrical) on lump sum agency's service basis under GFR 133 (3) of ESIC Medical College premises at Alwar Rajasthan.

Now, therefore it is agreed between the Parties that:

A. General

1. The ESIC will assign the following types of repairs & maintenance works to AGENCY for carrying out comprehensive Repairs & Maintenance of ESIC Medical College & Hospital allied Buildings etc.
 - a. Annual Repairs and Maintenance & Operations (ARMO) of Premises & Services,
 - b. Day to day Maintenance of Premises & Services,
 - c. Day to day Operation & Maintenance of Equipments and Plants rendering specialized services,
 - d. All preventive maintenance / Checks as per CPWD Specification and works procedure.
 - e. Any other repair & maintenance related works of ESIC's Premises and



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- its services.
2. After the works are assigned to agency, a comprehensive condition survey of the existing infrastructure i.e. Whole premises including Premises, Services, Equipments & Plants including ancillary structures existing inside the premises/complex shall be carried out by them to assess the maintenance needs for each component of the infrastructure for restoring and sustaining the utility of the facilities.
 3. After ascertaining the entire gamut of the repairs & maintenance needs, AGENCY shall prepare estimates in r/o various types of repairs & maintenance works above based on CPWD norms / yardsticks and good engineering practices and submit to competent authority of ESIC along with all relevant documents, justifications, drawings, photographs etc. for accord of Administrative Approval and Expenditure Sanction (A/A & E/S) by ESIC.
 4. As far as possible only items based on prevailing DSR should be taken in the detailed estimates with cost index 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 and market Quotation is based on CPWD DAR (Delhi analysis of rates) like the cost of the materials, taxes, Labour and Transport etc. at the site where the work is to be executed plus 15% to cover all contractor's overheads and profits.

5. Time period of contract

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

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

- a) The Repair and Maintenance contract may be provisioned on the written mutual consent of both ESIC and Agency for a further period of one year or part thereof on the same terms and conditions of this bid.
- b) The scope of work under this contract can be increased/ decreased, accordingly at the time of extension or otherwise during the currency of work, if any, on same terms and condition as per prevailing DSR/ NDSR rates as applicable in the bid.
- c) However, ESIC reserves the right to terminate the Repair and Maintenance contract by giving one month notice at any time during

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the currency of the contract, if the services of the agency are not found satisfactory. Decision of Chief Engineer, ESIC shall be final and binding to both parties.

7. Payment Procedure

Sl. No.	Particulars/ Milestone	Amount in Rs.
Total Sanctioned amount of work		-----
1.	Amount to be released initially (30%) after signing of MoU & after award of work to the agency's contractor	
2.	30% amount after utilization of 20% amount as released above**	
3.	30% amount after utilization of 50% amount as released above**	
4.	10% amount after utilization of amounts as released above**	

** % age of payment may be decided appropriately and pro-rata payment may also be done, if requested by agency.

- a) The payment shall be released by first party to second party within 4 weeks of submission of request/ demand by second party along with the following documents-
 - i. Demand letter by concerned GM/AGM/ PM (Project) of second party.
 - ii. Expenditure Statement & Certification of utilization of fund as per payment schedule by second party.
 - iii. That works have been executed at the site as per CVC Guidelines, CPWD Specifications, BIS/ NBC Standards and followed Sound Engineering Practices.

Payment will be released by Dean, ESIC, Alwar based as per utilization of fund & furnishing of above certificate/s including compliance of MoU by the Government Agency.

- b) The Agency would ensure that ESI, PF, GST, payment to worker as per CLC notification issued time to time and other statutory compliance have been made.

- c) Final instalment of payment to be released by ESIC within 4 (Four) weeks



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of submission of request by Agency along with above documents, certificate confirming that the ESI, PF, GST, payment to worker as per CLC notification issued time to time and other statutory compliance have been made.

- d) Fund released by ESIC for this work shall not be utilized by Agency for any other work related to ESIC or work related to any other agency/ party.
8. At the conclusion of the Contract, the Agency shall submit a consolidated expenditure statement and a certificate regarding utilization of funds sanctioned and released to them for each of the sanctioned estimates duly signed by the Accounts Officer & Divisional Officer / Executive Engineer / Project Manager of concerned Agency to the Regional Office of ESIC along with a certificate from the respective ESIC Engineer regarding satisfactory completion of the works and refund of any unspent amount to ESIC for final settlement of accounts.
9. The Agency will set up a dedicated wing comprising of civil as well as electrical units equipped with adequate manpower under unified command of Senior Level Officer/ Project Manager to execute the Repairs & Maintenance works with due diligence and in the most efficient and effective manner. A Nodal Officer shall also be appointed by the agency to coordinate with ESIC and other local authorities for managing the works efficiently and effectively. Details of Technical Nodal Officer along with name of Engineers (minimum 1 nos. Civil & 1 nos. Electrical Engineer to be stationed at site) to be provided by Agency along with mile stone chart submission.
10. The Agency will make immediate arrangement for deployment of adequate manpower for Operation & Maintenance of Equipments & Plants rendering specialized services so that the required services can be maintained uninterruptedly.
11. The Agency shall be registering themselves as Principal Employer for complying with various Labour Laws and other applicable statutory laws and Safety precautions. Any liability accruing on account of non-compliance of Labour laws and other statutory compliance related to work shall be borne by the Agency.
12. The works which are of essential nature such as operation & maintenance of essential services, day to day maintenance etc, shall under no circumstances be held up for temporary delay in releasing of fund by ESIC.
13. The Agency shall maintain Complaint Register in the building / premise and a Service Centre along with contact details (telephone / mobile).



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email) shall also be opened up for proper registration of complaints and their satisfactory disposal by getting user certificates in time bound manner. The Complaint Register shall be periodically seen by respective in-charges of ESIC's buildings for ascertaining the efficacy of the mechanism put forth by Agency. Any suggestions made by ESIC regarding further improvement in the services shall be readily implemented by agency, if found feasible from Techno financial angles by them.

14. Agency shall be responsible for redressing and complying with the observations of CTE/ CVC, Auditors, Statutory Authorities, Local Bodies, Municipal Corporation etc. pertaining to their executed work under intimation to ESIC. Agency will also provide all work-related information promptly to ESIC for replying to Parliament Questions, queries from various Constitutional & Statutory Authorities, RTIs, etc., as and when asked.
15. Though the norms of expenditure of Annual Repairs & Maintenance of the project are based on Plinth Area Rates and estimate to be prepared accordingly, the funds released against the estimate shall also be utilized for maintaining external services of the property. However in some cases of major external services where it is not possible to meet the expenditure on such external services from plinth area norms of the building, a separate estimate for external services shall be prepared and submitted giving full justification for the need for framing such estimate. Funds shall be released against such estimate only if the first party is satisfied with the justification given by second party.
16. The estimate for maintenance of electric installations, like water pumping system, Air conditioning equipments, lifts etc. would be framed on the basis of assessment of actual requirement. The actual requirement shall be supported by with details of labour and items for which the funds are required.
17. Periodicity of attending the different items of work will normally be as specified in the bid document unless otherwise ordered by the first party.
18. The replacement of consumables like LED, bulbs, tube lights etc. shall be limited area of Medical College, Hospital and Public areas of staff Quarters only. Procurement of these types of consumables shall be done allottee himself/herself.

B. MUTUAL OBLIGATIONS

19. Agency shall be responsible for :

- 191 Carrying out comprehensive Repairs & Maintenance of Buildings and Services including Equipment's & Plants rendering specialized services with due diligence and within agreed timelines and cost.
- 192 Submitting Estimates for various types of Repairs & Maintenance works including periodic / preventive maintenance etc. before the deadlines for the same as fixed by ESIC or as mutually agreed upon between appropriate authorities of ESIC & Agency to ESIC for accord of



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- Administrative Approval & Expenditure Sanction so that works are taken up on the ground as per schedule.
- 193 Providing adequate manpower and resources for maintaining the entire facilities in proper condition.
- 194 Submitting Certificate of Utilization of Fund against Fund earlier released by ESIC.
- 195 Certifying and making payment of Bills of the Contractors / Agencies engaged by them and making available Final Statement of Accounts in Standard Format to ESIC. Copies of Final Bills for all Contract Packages and other expenditure incurred, after the completion of the work. In addition, whenever ESIC asks for any other details from agency regarding Utilization of Fund, copies of detailed sanctioned Estimates/ Technical Sanctions, Award of Works, Running Bills, Manpower deployed, Statutory Compliance of various laws, etc., the same shall be provided by agency readily to ESIC.
- 196 Ensuring that its Contractor(s) implement required Health, Safety & Environmental (HSE) practices at the Construction Sites and they also comply with all statutory obligations related to workmen deployed at the Site like compliance of Labour laws, minimum wages as per CLC, ESI, EPF & Bonus etc. Agency will act as Principal Employer in respect of all Statutory Obligations related to workmen deployed at the site in execution of the work.
- 197 Obtaining necessary Statutory Approvals / Permission / Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like Municipal Corporation, Town Planning Board, Electricity Board / Fire Department, State / Central Pollution Control Boards, State / Central Environmental Authorities etc. as applicable.
- 198 Managing the works effectively and efficiently to ensure its timely completion with due diligence as per direction of ESIC Authorities in terms and conditions of MOUs achieving the objective of completing the works with due diligence and within the approved cost and scheduled time.
- 199 Intimating ESIC about any excess expenditure likely to be incurred over and above the approved estimate as soon as it comes to its knowledge along with reasons and justifications thereof for necessary approvals from ESIC before committing / incurring the extra / additional expenditure.
- 19.10 Monitoring of work from start to completion effectively & efficiently.
- 19.11 Observing due diligence and adopting all possible pre-emptive measures at various stages of project execution so as to avoid arbitration / litigation and other hindrances for completing the work within optimum cost and time in hassle free environment.

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- 19.12 Defending all Arbitration and Court Cases arising out of execution of the works and examining the Arbitration Award/Decree of Court of Law/Tribunal by appropriate authority in agency and forwarding the same along with a comprehensive report on the circumstance leading to the Arbitration/Court cases and the reasons and justifications as to why an appeal against such award/ decree was not considered necessary, briefing out inter-alia, details of the award and clear cut recommendations. The decision of the competent authority in agency to accept the award or challenge the same in a Court of Law will be binding on the ESIC.
- 19.13 In the event of failure to attend the complaint within 03 days. The Authorized officer of ESIC may get the work done at the risk and cost of the agency and expenditure incurred will be deducted from the subsequent payment of the agency.
- 19.14 The Agency shall compensate ESIC for any losses incurred by theft, illegal or fraudulent activities of the manpower deployed directly or through his contractor.

20. ESIC shall be responsible for:

- 20.1 Providing required assistance to agency for carrying out the comprehensive Repairs & Maintenance Works.
- 20.2 Releasing Fund to agency based on their request and in terms of the MoU.
- 20.3 Providing required assistance to agency for obtaining necessary Statutory Approvals / Permission / Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like Municipal Corporation, Town Planning Board, Electricity Board / Fire Department, State / Central Pollution Control Boards, State / Central Environmental Authority etc. as applicable.
- 20.4 Space to be provided to agency by ESIC free of cost for setting up of Office as per approval of competent authority of ESIC till maturity / completion of work.
- 20.5 Providing security clearance for agency staff / contractors and their workers for working at site in case these are required.
- 20.6 Settling of final claims which may be decreed by a Court of Law, Tribunal or by award of an Arbitrator in relation to the deposit work, based on recommendations of agency and commensurate actions taken by them in accordance with Clauses 16.13 as explained above.
- 20.7 Permitting free access to agency appointed Contractors' Materials and Workmen to the site of work and also helping agency in taking



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connections for electricity and water required for carrying out works inside the premises/ complex.

21. 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



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Annexure - V

INTEGRITY PACT

To,

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Sub: - Annual Repairs Maintenance of ESIC Medical College & Hospital (Housing quarters & other buildings in the campus) at Alwar, Rajasthan on **deposit mode of works execution basis for one year.**

Dear Sir,

It is here by declared that ESIC is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the ESIC.

Yours faithfully



क.रा.बी.नि
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INTEGRITY PACT

To

Dean,
ESIC, Medical College & Hospital,
Desula, MIA, Alwar-301030

Sub: Annual Repairs Maintenance of ESIC Medical College & Hospital (Housing quarters & other buildings in the campus) at Alwar, Rajasthan on **deposit mode of works execution basis for one year.**

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 Dean, ESIC MH, Alwar (Raj.)

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of20.....

BETWEEN

Dean, ESIC Medical College & Hospital, Desula, MIA, Alwar, Rajasthan. (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 Individual/firm/Company)

..... through
(Hereinafter referred to as the (Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof 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 work

Name of Work: - Annual Repairs Maintenance of ESIC Medical College & Hospital (Housing quarters & other buildings in the campus) at Alwar, Rajasthan on **deposit mode of works execution basis for one year.**

Herein after 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 relationship with its Bidder(s) and Contractor(s).



क.रा.बी.नि
E. S. I. C

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



सत्यमेव जयते

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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:
 - 2)
 - (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.
 - 1 The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature,
 - 3) 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.



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- 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:
- 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.
 - 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 competitive or to cartelize in the bidding process. Competitiveness or to cartelize in the bidding process.
 - The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(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.
 - 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 participate 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.
 - 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.
 - The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.



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- 3) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a will ful 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.
- 4) 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

(Handwritten signatures and initials)



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substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

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

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 0000 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 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and Jurisdiction is the Dean of the ESIC 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 intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights 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/Contract 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
ESIC Medical College & Hospital, Alwar)

(For and on behalf of Bidder/PSU)

Signature Not Verified

Digitally signed by NANDAKISHORE
ALVA NEELAPPADY
Date: 2022.12.21 14:50:08 IST
Location: eProcure-EPROC Page