



भारतीय राष्ट्रीय उपभोक्ता सहकारी संघ मर्यादित
National Cooperative Consumers' Federation of India Ltd



AHMEDABAD

(Under Ministry of Consumer Affairs, Food Public Distribution)

तीसरी मंजिल, हसुभाई चैम्बर्स, टाउन हॉल के पास, एलिसब्रिज अहमदाबाद - ३८०००६

3rd Floor, Hasubhai Chambers Nr. Town Hall, Ellisbridge, Ahmedabad - 380006

Phone: (079)26575494 E- mail id: nccfahd@yahoo.co.in

NCCF/AHD/Buss/2022-23/124

Date : 01.12.2022

Short Term Tender Notice

(For Other than Construction Works)

Ahmedabad Branch of NCCF invites Tenders from Empanelled/ Non Empanelled Business Associates of NCCF for following work.

- 1- Name of Work - Compressive Annual Repair Maintenance & Operation Works (Civil & Electrical)
- 2- Estimated Cost of work : Rs. 389 Lakh
- 3 - Earnest Money Deposit (EMD) by online payment or through DD (No interest will be paid)
: Rs NIL
- 4 -Date and Time of start of Tender Submission- 01/12/2022 at 3.00 PM
- 5 -Last Date and Time of Tender Submission- 07/12/2022 .at 3.00 PM
- 6 -Date and Time of Tender Opening 07/12/2022 at 5.00 PM
- 7 -Place of Tender Opening- Office of Branch Manager Ahmedabad, NCCF

Terms and Conditions:

- 1-For all works having estimated cost of work more than Rs 5.0 Lakh value, Bidders must have an Experience of successful completion of similar nature of work of minimum 25 % of the Tender value in last 5 years . Completion certificate of Competent Authority of Concerned Department shall be enclosed.
- 2-NCCF Shall be at liberty to distribute 40 % of the total tendered quantity of materials amongst other than L1 bidders subject to acceptance of L1 rates by other than L1 bidders and fulfilment of eligibility criteria by them.
3. Selection of the bidder will be made on the basis of maximum margin offered for NCCF and lowest rate quoted.
- 4- NCCF shall terminate the empanelment of a Business Associate if they have competed against NCCF in any bid either Individually, as a partner or in a Joint Venture.

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Phone: (079)26575494 E-mail id: nccfahd@yahoo.co.in

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

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

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

(B D Shah)

Branch Manager

Mob: 9824604723



क.रा.बी.नि.
E.S.I.C

File no 375/D/CPWD/2022/Genl

E.S.I.C.Hospital,Plot No H3012, 500
Quarter, Ankleshwar, Dist. Bharuch

**EMPLOYEES' STATE INSURANCE
CORPORATION**

(Ministry of Labour & Employment, Govt.
of India)



क.रा.बी. निगम अस्पताल, प्लॉट सं. H3012,
500 क्वाटर के पास, अंकलेश्वर, जी.भरुच

ESIC Hospital, Plot No. H3012, Nr. 500
Quarters, Ankleshwar, Dist. Bharuch

Email : ms-ankleshwar.gj@esic.nic.in

Website : www.esic.nic.in / www.esic.in

Notice Inviting Expression of Interest

BID No. 01 / ARMO/ ESIC Hospital Ankleshwar in Gujarat/ 2022

Name of Work: Comprehensive Annual Repairs, Maintenance and Operations (ARMO) Works of Civil & Electrical on lump sum agency's service charge basis under GFR 133 (3) of ESIC Hospital Ankleshwar situated at Bharuch, Gujarat **along with provision of Special Repair Work of same on as and when required basis.**

- The Employees' State Insurance Corporation (ESIC) is an autonomous body under the aegis of the Ministry of Labour and Employment, Government of India. The main objective of the organization is to provide certain benefits to employees of the covered establishment in case of sickness, maternity and 'employment injury' and to make provision for certain social benefits etc.
- ESIC is inviting online "Expression of Interest" bids from Public Sector Undertakings set up by Central / State Government to carry out civil or electrical work or from any other Central/ State Government Organization/ PSU which have been notified by MoUD for such purpose as per GFR 133 (3) through EOI.

Medical Superintendent

Employees' State Insurance Corporation
ESIC Hospital Ankleshwar,
E.S.I.C.Hospital,Plot No H3012, 500 Quarter,
Ankleshwar, Dist. Bharuch
Mobile no 9099903573

Email:- ms-Ankleshwar.gj@esic.nic.in,

Note:-Wherever the word "ESIC" is mentioned it refers to Medical Superintendent ESIC Hospital Ankleshwar.



क.रा.बी.नि
E.S.I.C

E.S.I.C.Hospital,Plot No H3012, 500
Quarter, Ankleshwar, Dist. Bharuch

**EMPLOYEES' STATE INSURANCE
CORPORATION**

(Ministry of Labour & Employment, Govt.
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क.रा.बी. निगम अस्पताल, प्लॉट सं. H3012,
500 क्वाटर के पास, अंकलेश्वर, जी.भरुच

ESIC Hospital, Plot No. H3012, Nr. 500
Quarters, Ankleshwar, Dist. Bharuch

Email : ms-ankleshwar.gj@esic.nic.in
Website : www.esic.nic.in / www.esic.in

NOTICE INVITING EXPRESSION OF INTEREST

The Medical Superintendent ESIC Hospital , Ankleshwar situated at Bharuch, Gujarat invites open online bids on **lump sum agency's service charge** basis under GFR- 133 (3) (in Single Bid System) through online mode from Public Sector Undertaking set up by Central/ State Government to carry out civil or electrical work OR from any other Central/ State Government Organization/ PSU which have been notified by MoUD as per GFR 133 for such purpose as detailed below:

S.No.	Particulars	Details
1	Name of work	Comprehensive Annual Repair Maintenance & Operation Works (Civil & Electrical) on lumpsum agency's service basis under GFR 133(3) (3) of ESIC Hospital Ankleshwar situated at Bharuch, Gujarat along with provision of Special Repair Work of same on as and when required basis
2	Period of Contract	one years (Initially for 1 year and provision to extend further 1 year based on satisfactory performance of the agency)
3	Availability of EOI	https://eprocure.gov.in <u>and www.esic.nic.in</u>
4	Budget for each Financial year	Rs. 389 Lakh. About to vary as per budget allocation made by ESIC Hqrs Office for the respective FYs.

Critical Date Sheet

S.No.	Description	Date
1	Date of Publishing	17-11-2022
2	Date of Bid Document Download Starts	17-11-2022
3	Date of Bid Submission Starts	17-11-2022
4	Date of Pre-Bid Meeting, Time and Place	29.11.2022 at 11.00 AM at Employees' State Insurance Corporation, ESIC Hospital, Plot No H3012, 500 Quarter, Ankleshwar, Dist. Bharuch, Gujarat
5	Date of Bid Submission Ends	09-12-2022
6	Bid Opening Date and Time	10.12-2022 at 10.00 PM

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

Medical Superintendent ESIC Hospital Ankleshwar

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 into 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 “MySpace” or “Other Important Documents” are available to them to upload such documents. These documents may be directly submitted from the “MySpace” 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 to 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 or the relevant contact person indicated in the tender.

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

NOTICE INVITING EXPRESSION OF INTEREST

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 the MoU with the Public Sector Undertaking set up by Central/ State Government to carry out civil or electrical work OR with any other Central /State Government Organization / PSU which have been notified by MoUD for Annual Repair, Maintenance & Operation Contract (Civil & Electrical Work) of Buildings and Services for one year with immediate effect. The MoU may be provisioned for further period of one-year subject to satisfactory performance of the agency during the previous year, certified by respective Medical Superintendent /ESIC Engineer, with mutual agreement for the following works :-

1. Agency will be responsible for Comprehensive Annual Repairs, Maintenance & Operations (ARMO) of ESIC Hospital Ankleshwar and its premises situated at Bharuch, Gujarat **along with provision of Special Repair Work of same on and when required basis**. (ESIC reserves the right to add or delete any Hospital/ dispensary/ office/ staff quarter etc in the below mentioned list-**for illustrative purpose only**).

Details of Infrastructures			
S.no	Name of the Buildings/Premises	Location	Plinth Area (Approx. in Sq.m) as per available record
	<u>ESIC Hospital and staff quarter, Ankleshwar</u>	Bharuch	19626.28
			Plot Area (Approx. in Sq.m) as per available record
			19038
			Built Up Area (Approx. in Sq.m) as per available record
			19626.28

2. The ESIC Hospital Ankleshwar will assign the following types of repairs & maintenance works to AGENCY for carrying out comprehensive Repairs & Maintenance of its existing infrastructure comprising of Hospital and services including equipment and plants rendering specialized services.

(I) Civil Works

- a) Day to day Repair & Maintenance of building.
- b) Plumbing Work, Sanitary Work, Carpenter & Masonry Work
- c) Aluminum & Steel Repair Work.
- d) To keep of STP, WTP and sewer line functional.
- e) Work of Horticulture / landscaping etc.
- f) Any Other Works assigned by Medical Superintendent/Executive Engineer as per respective jurisdiction of buildings.

(II) (A) Electrical/ MEP Works

- a) Operation & Maintenance of Substation, LT & HT Panels, Transformer, Electrical Panel HVAC, AHUs, Pumps, D.G. Set, Fire Fighting system, Lifts.
- b) Electrical Fitting and Fixtures i.e. Lights, Fans, Switches, Sockets, Wirings etc.
- c) Any Other Work assigned by Medical Superintendent/**Executive Engineer** as per respective jurisdiction of buildings.

The major plants and equipment's to be undertaken for Maintenance & Operations of equipment's and installations:

S. No.	Plant & Equipments	Type/Capacity/Make	Location
1	DG Set	Cummins 750KVA (Two Nos)	Hospital Premises
2	HVAC	Dakin 350 Tons*3 Nos	
3	Fire Fighting system	-----	
4	HT/LT substations	Ajay Enterprise 22KV	
5	Lifts	Kone (6 Lifts)	
6	STP/ETP/WTP	-----	

(II) (B)

- i) Day to day operation & Maintenance of Specialized Service.
- ii) Annual Repairs and Maintenance of Specialized Service (AMC/CAMC).
- iii) Special Repair Work for building and services (if required separate tender may also be called based on local conditio

(III) **Manpower Deployment:**

- a) Adequate Manpower to be deployed with the approval of Concerned ESIC Engineer 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 of hospitals, smooth functioning of the office and maintenance of the buildings.
- b) Agency shall submit the attested copies of credentials of all manpower deployed to the Medical Superintendent and Hospital Engineer within 10 days of deployment and agency has to submit the Police verification of workers also to ESIC Engineer.
- c) Manpower attendance register is to be maintained properly and should be signed by Agency Engineer and Supervisor and submitted the ESIC Engineer for checking and verification as asked, in case of non-maintenance of attendance register, ESIC may impose a penalty of Rs.1000/- per day per person.
- d) Uniform, ID Card have to be provided to each and every staff by the agency. In the event of non compliance a recovery of Rs.25/- per day per employee shall be made. Tool and plant safety gears i.e. gloves, boots etc. to be provided by agency.
- e) The Working Staff should be professionally qualified and must be trained. In case unqualified/untrained staff found deployed or the Medical Superintendent ESIC Hospital Ankleshwar are unsatisfied with the working performance of staff deployed then agency have to replace the staff within 3 days of the notice, otherwise a penalty

of Rs.1000/- per day per person will be imposed.

- f) Manpower deployment schedule has to be finalized by the agency as per the ESIC Guidelines and in consultation with concerned Medical Superintendent /ESIC Engineer.
- g) Deployed Manpower have to mark the attendance in Aadhar based Biometric Attendance System, Agency have to submit the Aadhar Card of the deployed Manpower to ESIC within 7 days of deployment. All Payment to deployed manpower shall be made in accordance with AEBAS unless allowed by Medical Superintendent under special circumstances as per the instructions issued by ESIC HQ time to time.
- h) In the absence of regular posting of ESIC's JE/AE (Civil & Electrical) at Hospital, Care Taker shall comply all needful on daily basis and verify the attendance of deployed men-power and issue attendance certificate of deployed men-power by the agency on 1st working day of subsequent month so as to comply statutory requirement of ESI, EPF, Labour law etc. by the agency in time.
- i) The Working Staff should be professionally qualified and must be trained.
*Conditional bids if any shall summarily be rejected.
- J) The deployment of labour for the services falling under pilth area rates should be made as per norms of specified by CPWD and adopted by ESIC for the categories of wireman/electrician, sewer man, mason, carpenter etc. In case of ARMO (O&M) services of EMPs) the deployment shall be governed by relevant factors such as duration of services required, essentiality of service etc. and other local conditions as per instruction/guideline issued by ESIC Hq letter no. SE/PS/2019-PMD dated 2.3.2021 as revised from time to time may be adhered with.

(IV) Special Repair/Emergent Work:

Special Repair/Emergent Work assigned by Medical Superintendent ESIC Hospital Ankleshwar/Hospital Engineer (If required Separate Tender for Special Repair/Emergent Work may also be called based on local condition & Site requirement.)

- 3. The Agency will carry out all preventive maintenance / Checks as per CPWD Specification and works procedure.
- 4. Interested Govt./ Semi-Govt./ Public Sector Undertaking agencies are required to submit their offers on agency charges basis as per Performa attached in “**Annexure B**” <https://eprocure.gov.in/eprocure/app>
- 5. A Generic Memorandum of Understanding (MOU) is attached with this document which would be signed in between Medical Superintendent, ESIC Hospital Ankleshwar and Agency each time on approval of Sub-Division wise estimate with mutual agreed payment schedule and other applicable condition to save the interest of ESIC.
- 6. Agency would follow relevant GFR, CVC guidelines and carrying out the work as per CPWD norms and specifications.
- 7. Declaration to be furnished that the agency/ organization is not black listed by any Government Authority / PSU / Autonomous Government Body / Statuary Authority.

8. The site for the work is readily available as the ARMO work is to be carried out in the running hospitals/ Offices/ Staff Colony buildings and their premises having residential buildings and other ancillary structures and the desirous agencies can inspect these buildings and premises on any working day. The details of contact office is as below:-

**ESIC Hospital Ankleshwar,
E.S.I.C.Hospital,Plot No H3012, 500 Quarter,
Ankleshwar, Dist. Bharuch**

9. Conditional Bids shall summarily be rejected.

Medical Superintendent

Information and Instructions to Bidders

I. Eligibility Criteria

1. Bidder must be a Public Sector Undertaking setup by Central/ State Government to carryout civil or electrical work OR any other Central /State Government Organization / PSU which have been notified by MoUD for such purpose as per GFR 133 (3).
2. The Bidder should have successfully completed or substantially completed similar nature of works during last Seven years ending last day of the month previous to the one in which applications are invited.
 - a. Three Similar Work costing not less than the amount equal to 40 percent of the Estimated cost.
 - b. Two Similar Work costing not less than the amount equal to 60 percent of the Estimated cost.
 - c. One Similar Work costing not less than the amount equal to 80 percent of the Estimated cost.

(Similar work means annual repair maintenance (Civil & Electrical) works of Hospitals/Dispensaries/ Offices and Residential buildings). At least one similar work in Hospital/ Dispensary and their attached buildings must be qualified in above criteria.

3. A) Net Worth of the company / firm as on 31st March of latest available three Financial Year 2019-20, 2020-21 & 2021-22 should be positive.
B) The average annual financial turnover of Construction Agency should not be less than 30% estimated cost during the immediate last 3 consecutive financial year. This should be duly certified by Chartered Accountant along with audited Balance and P & L account.

II. General Instructions

1. The EOI for the work shall remain open for acceptance by ESIC for a period 90 days from the date of opening of the bid.
2. The EOI shall be opened at the notified time, date and place in the presence of bidders or their representatives, if they wish to be present. The agency charges quoted by an agency will be considered only if the agency is found qualified as per the Eligibility Criteria I, page No. 11. In case the lowest quoted agency charges of two or more qualified participating firms is the same, then the work would be awarded through the lottery system on the same rate. Date & time of drawing lottery will be intimated to such firms separately.
3. ESIC reserves the right to verify the particulars furnished by the bidder independently and if any information furnished by the bidder is found incorrect at a later stage, the Agency shall be liable to be debarred from tendering / taking up works in ESIC including other charges as decided by Chief Engineer, ESIC HQ, New Delhi.

4. The MoU shall be signed in between ESIC and the successful Bidder within 15 days after the acceptance of his bid by ESIC on prescribed format which is being given in the bid document. All the documents of the bid shall form part of the MoU.
5. Variation in rates of taxes, levy or cess due to change in legislation occurred after receipt of tender/ bid shall be adjusted on either side i.e. increase or decrease, as the case may be.
6. The areas mentioned in the bid are only tentative and interested PSUs may physically inspect the buildings to ascertain the same before quoting centage charges. Budgeted Estimated cost mentioned in bid is only rough cost and selected PSUs shall submit the estimate based on actual areas measured and cost shall be based on prevailing CPWD plinth area rates and its guidelines.
7. **After ascertaining the entire gamut of the repairs, maintenance & operations need of respective in-charges of Hospital, agency shall prepare sub-division wise estimates in r/o various types of repairs, maintenance & operations works above based on CPWD Norms/ yardsticks and good engineering practices and submit to ESIC Hospital, Ankleshwar along with all relevant documents, justifications, drawings, photographs etc. for accord of Administrative Approval and Expenditure Sanction (A/A & E/S) by ESIC.**
8. ESIC, without being liable for any damages, shall reserve the right to accept or reject any bid or annul the whole bidding process without assigning any reason whatsoever.
9. The EOI submitted by agency shall become invalid if:
 - a) The agency is found ineligible vis – a – vis eligibility criteria at S. No. I and III (page No. 11).
 - b) Any discrepancy noticed in uploaded Document of agency.
10. Govt. Construction agencies are expected to familiarize themselves with the local conditions and effect of terms and condition of relevant MoU before submitting the lump sum agency's service charge, once quoted, shall not be increased under any circumstances.
11. **BID Evaluation**
 - a) 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.
 - b) Evaluation of Financial Bid
 - i) 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.
 - ii) 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.

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

12. AWARD OF CONTRACT

- a) 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. 11 of the NIT, the decision of the Medical Superintendent, Ankleshwar 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 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.

- b) 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.
- c) **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.**

13. 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.

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

15. **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.

16. **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.

17. **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.

18. 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 page 11 of bid documents. 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 Bid is considered for evaluation of Technical Bids.

In Stage-II: financial bids of qualified bidders, who met the qualifying criteria as mentioned, are opened on the prescribed on the prescribed date and time in the presence of representatives of bidders. L-I bidder whose Lumpsum Centage/Departmental Charges are found lowest shall be considered for award of work as per due process.

III. List of Documents to be uploaded

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

1. Notification/ Registration/ Memorandum/ Letter or any other documents of Central/ State Government declaring Agency as Central Government Organization/ Public Sector undertaking to carry out civil and electrical works etc. OR MoUD notification of Central/ State Government Organizations/ PSUs to carry out such works.
2. Certificate of Registration for Goods and Service Tax (GST).
3. PAN Card.
4. Balance sheet and profit and loss statement/ financial statement of account for financial year 2019-20, 2020-21 & 2021-22 along with CA Certificate with seal and registration indicating financial turnover of bidder during above period.
5. An undertaking as per Annexure A(1) & Annexure –A(2)
6. Certificate for successfully completed or substantially completed Similar work during last Seven years ending last day of month previous to the one in which applications are invited.
 - Three Similar Work costing not less than the amount equal to 40 percent of the Estimated cost.
 - Two Similar Work costing not less than the amount equal to 60 percent of the Estimated cost.
 - One Similar Work costing not less than the amount equal to 80 percent of the Estimated cost.
7. Lump sum agency Centage Charge to be quoted as per format “Annexure B”.

Note:

- 1. All the uploaded documents should be in readable, printable and legible form failing which the bid shall not be considered for evaluation. Duly sealed and signed on every & each page of Tender document should be uploaded with the Bid.**
- 2. The lump sum agency service charges will be considered only, if the agency is found qualified as per the eligibility criteria as per para I page no. 11.**

MEMORANDUM OF UNDERSTANDING

Between

EMPLOYEES' STATE INSURANCE CORPORATION
and
PUBLIC SECTOR UNDERTAKING / CENTRAL/ STATE GOVERNMENT
ORGANIZATIONS

for

Repairs & Maintenance of Existing ESIC's own Infrastructure of ESIC AT Gujarat

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

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', Hospital Ankleshwar, Bharuch 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 Hospital Ankleshwar situated at Bharuch, Gujarat alongwith provision of Special Repair Work of same on as and when required basis.

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's own infrastructure comprising of Hospitals and Offices etc.
 - a) Annual Repairs and Maintenance & Operations (ARMO) of Buildings & Services,
 - b) Day to day Maintenance of Buildings & 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 own buildings and its services.
2. After the works are assigned to agency, a comprehensive condition survey of the existing infrastructure i.e. Whole premises including Buildings, 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 conditions 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 the currency of the contract, if the services of the agency are not found satisfactory. **Decision of Chief Engineer/Competent Authority, ESIC shall be final and binding to both parties.**

7. Payment Procedure:- The funds for the ARM /SR works shall be deposited by the ESIC Hospital Ankleshwar, Bharuch Gujarat to the ARM Agency under GFR133(3) in the following manner:

1	Initial advance deposit after assignment of work and sanction preliminary estimate and sanction expenditure of previous year, if any including submission of Bank Guarantee up to 10% for performance guarantee (or any relaxation granted under GFR by Ministry of Finance instruction) in case of award of work under GFR 133(3)	30% of the approved estimate either fully or in two instalments within the quarter. (against submission of undertaking for compliance of:- A. Submission of Monthly statement of compliance made on ESI/PF, Labour laws, other statutory compliance, monthly expenditure statement etc. alongwith the supporting documents.
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		B. Expenditure statements on consumed materials and item of works executed dully signed by authorized Accounts officers. Both A & B to be submitted by 7th of every succeeding month.
2	First instalment after submission/sanction of visit report, requirement identifications, detailed estimate, etc. after compliance of procedure, instruction as defined in circulars i.e. a. Setting up of service centre, maintenance of log books for complaint rectification and restoration of services etc. b. deploying manpower for 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 instalments within the quarter. Subject to certificate and submission of: A..Monthly statement of compliance made on ESI/PF, Labour laws, other statutory compliance, monthly expenditure statement etc. along with the supporting documents. B..Audited Expenditure statements on consumed materials and item of works executed in previous quarter/advance and adjustment of advance of (I) above duly signed by authorized Accounts officers.
3	Second instalment 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 (I) & (II) above.
4	Final Instalment 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 then 30% of the estimate amount, (considering PBG security)**

****Any interest earned out of the deposit maintained by the Construction Agency to be deposited to ESIC A/c No.1 or the adjustment of account to be considered to the extent.**

- 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 to ESIC Hospital Ankleshwar, Bharuch –
 - 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 Medical Superintendent, ESIC Hospital Ankleshwar based on recommendation of ESIC Engineer (not below the rank of Executive Engineer) as per utilization of fund & furnishing of above certificate/s after completion of milestone including compliance of MoU by the Government Agency.

- b) Mile stone chart (CPM/ PERT) shall be submitted by agency and it may be rescheduled without affecting the final completion date as per suitability for smooth running of the services at ESIC Establishments. This is to be submitted by Agency at the time of submitting fund demand as above.
 - c) 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.
 - d) Final installment of payment to be released by ESIC within 4 (Four) weeks 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.
 - e) 10% security shall be withheld or it can be deposited in the form of Bank Guarantee/ FDR towards Defect Liability Period of 6 months for the measurable works which shall be refunded after Defect Liability Period. Any defects noticed would be rectified by the Agency during this period immediately.
 - f) 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 ESIC Hospital Ankleshwar 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 1nos. Civil & 1 nos. Electrical Engineer) 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 uninterrupted(As per standard work deployment schedule).

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, 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. The Agency will apprise ESIC about the status of various Repairs & Maintenance works periodically during joint Progress Review Meetings wherein both physical and financial progress would be discussed besides resolution of pending issues, if any. Progress Review Meetings, preferably monthly shall be held between Agency and Medical Superintendent, 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.
15. 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.
16. **On requirement at Site, Medical Superintendent ESIC Hospital Ankleshwar may assign the Special Repair Work to the agency on the same quoted Agency charges. In this regard agency have to submit the Estimate to ESIC Engineer for approval within 15 days for Special Repair Work based on GFR/CPWD provisions.**
17. Though the norms of expenditure on Annual Repairs & Maintenance of the projects are based on the plinth areas and though the estimates are to be prepared accordingly, the funds released against the estimate shall also be utilized for maintaining external services of the concerned property / properties. However, in some cases of major external services where it is not possible to meet the expenditure on such external services from the plinth area norms of the buildings, a separate estimate for external services shall be prepared and submitted giving full justification for the need for framing such separate estimate. Funds shall be released against such estimate only if necessary approvals are taken by the second party from first party.

18. 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.
19. 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.
20. At the commencement of the year, the second party or its representative, along with the Custodian, will inspect the property, identify the Repairs and Maintenance needed and accord priority to the various items of works to be attended to during the year and completed and the second party, as far as practicable shall strictly adhere to the priorities so fixed by the Occupier / Regional Director, ESI Corporation.
21. The work of essential Repair and Maintenance and operation of essential services shall under no circumstances be held up for temporary delay in release of funds.
22. The second party shall be responsible for ensuring compliance with the various Labour laws that may be in force from time to time. Any liability on account of this and also any liability arising from non - observance of the same shall be met by the second party at its risk and cost.
The wages of the deployed labour falling under plinth area rates and manpower engaged for operating and maintenance of equipment's shall be governed by Minimum Wages Act along with the statutory provisions (like PF, ESI, etc. and other prevalent / mandatory regulations of the concerned State/UT). Monthly statement of the compliance made on ESI/EPF, Labour laws, other Statutory compliances etc. along with the supporting documents shall be submitted to the Regional Director without fail by the maintenance agency.
23. GST / Labour Cess etc. if it becomes applicable on Centage / Departmental Charges subsequent to date of signing agreement in case of the categorization/change in rates of ARM work as a "Service" by Central / State Govt. shall be first paid by the Construction Agency which shall then be reimbursed/paid as per actual without any Departmental Charges.
24. The Departmental Charge as per the quoted/Agreed lumpsum service charges over and above the estimated amount or actual expenditure incurred for the work, whichever is less, in respect of the AR & M (PAR) and ARM actual works shall be payable. The contingencies shall be admissible as per CPWD norms. The contingencies charges in respect of AR & M (PAR) works may be regulated as per the activities absolutely required for execution thereof.
25. The construction agency shall meet all the expenses under "Departmental Charges payable to them and record a certificate to this effect in the Final Expenditure Statement items of their staff/officers and regular establishment expenditure of the Construction Agency shall be met out of the Departmental Charges payable them.

B. MUTUAL OBLIGATIONS

25 Agency shall be responsible for :

25.1 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.

- 25.2 Submitting Estimates to Medical Superintendent 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 Administrative Approval & Expenditure Sanction so that works are taken up on the ground as per schedule.
- 25.3 Providing adequate manpower and resources for maintaining the entire facilities in proper condition.
- 25.4 Intimating physical and financial Progress and up to date expenditure incurred along with Certificate of Utilization of Fund against Fund earlier released by ESIC.
- 25.5 Permitting ESIC to inspect or monitor the progress, either itself or through Third Party, as and when it desires for assessing actual progress, quality of works and any other aspects related to the works.
- 25.6 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.
- 25.7 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.
- 25.8 Obtaining necessary Statutory Approvals / Permission / Clearances/ Certificates/NOC 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.
- 25.9 Managing the works effectively and efficiently to ensure its timely completion with due diligence as per direction of ESIC Authorities in terms and conditions of MOUs including taking all required pro-active measures to contain Time and Cost Overruns by providing stringent and elaborate enforceable Clauses to this effect in the Contract documents of its Contractors for achieving the objective of completing the works with due diligence and within the approved cost and scheduled time.
- 25.10 Submitting Works Completion Report (WCR) duly bringing out the Final Cost as against the approved Cost. The WCR shall be submitted along with Final Works Accounts including return of unspent balance amount to ESIC within one month of settlement of final bills of the contractors / other agencies deployed by agency.
- 25.11 Intimating ESIC about any excess expenditure likely to be incurred over and above the approved estimate and also about possibility of Time Overrun as soon as it comes to its knowledge along with reasons and justifications thereof for necessary approvals from ESIC before committing / incurring the extra / additional expenditure.
- 25.12 Monitoring of Projects from start to completion effectively & efficiently.
- 25.13 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.
- 25.14 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.

- 25.15 Agency will take all necessary actions to complete the works timely. However, for inordinate delay caused in the works liquidated damages have to be levied / recovered based on the established procedure to levy penalty on their contractors/ agencies for recovering liquidated damages from them as per the GCC or other contract conditions applicable in agency. The liquidated damages recovered from the contractors for delay, if any, shall be credited to ESIC in the project accounts. As further agreed by Agency, more stringent terms and conditions over and above usual stipulated provisions of agency standard contract documents, shall be inserted as additional / special condition in the contract document with contractors so as to complete the works timely. If at any time, it appears to ESIC that the actual progress of the work does not conform to the approved program referred above and intimated to the agency by ESIC, detailed reasons and justifications for such delay shall have to be provided by the Agency, which shall be examined by ESIC for re-scheduling the timeline, if any.
- 25.16 All emergent Repair and Maintenance related complaints shall be attended to within twenty-four hours and routine/ non-emergent repairs shall be attended within 48 hours, falling which a recovery of Rs. 200.00 per event per day shall be made from the subsequent payments to the agency.
- 25.17 In the event of failure to attend the complaint within 03 days, The Authorized officer of ESIC will get the work done at the risk and cost of the agency and expenditure incurred will be deducted from the subsequent payment of the agency.
- 25.18 The Agency shall compensate ESIC for any losses incurred by theft, illegal or fraudulent activities of the manpower deployed directly or through his contractor.

26 ESIC shall be responsible for:

- Approving Scope, Plans, Initial and Revised Estimates, Time lines and other proposals submitted by the agency.
- 26.2 Intimating Details, Special Requirements/ Features and Broad Specifications for specialized Equipment's and Plants for facilitating execution of works by agency.
- 26.3 Providing required assistance to agency for carrying out the comprehensive Repairs & Maintenance Works.
- 26.4 Releasing Fund to agency based on their request and in terms of the MoU.
- 26.5 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.
- 26.6 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.
- 26.7 Providing security clearance for agency staff / contractors and their workers for working at site in case these are required.

26.8 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.

26.9 Permitting free access to agency appointed Contractors' Materials and Workmen to the site of work and also helping agency in taking connections for electricity and water required for carrying out works inside the premises/ complex.

27 Re-dressal of Disputes

Any dispute and difference relating to the meaning of the specifications designs, drawing 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 with 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.

28 Amendment

No amendment in Terms & Conditions of this MoU shall be valid and effective unless it is in writing and duly signed by Medical Superintendent, ESIC Hospital Ankleshwar (with concurrence of Engineer not below the rank of Executive Engineer and Local F&A) and Authorized Officer of agency. Each party shall give due consideration to any proposal for amendment / modification made by other party with proper reasoning thereof.

29 Termination

29.2 This MoU can be terminated by either of the parties by giving 3 months prior notice along with reasons for breach of obligation and any other grounds for consideration of other party.

29.3 Payment on Termination

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

30 Trans Border Clause: If agency fails to execute the ARMO works of the Hospital due to whatever reasons, Medical Superintendent, ESIC Hospital Ankleshwar also reserves the right to depute any other Govt. Agency already engaged by ESIC

establishment / hospital in Gujarat.

31 For and on behalf of ESIC For and on behalf of Agency

Signature

Name

Designation

Witness1

Signature

Name

Designation

Signature

Name

Designation

Witness 2

Signature

Name

Designation

Date:
Place:

ACCEPTANCE OF BID CONDITION

(On the Letter Head of the Organization)

To

The Regional Director,
ESI Corporation

.....
.....

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

REF: Bidding Document No. _____

Sir,

1. With reference to above, I / We are pleased to submit our bid / offer for the above work and I / We hereby unconditionally accept the terms & Conditions of Bid Documents and Standard Contract Agreement / MoU in its entirety for the above work.
2. I / We are eligible to submit the bid for the above work and I / We are in possession of all the required and relevant documents.
3. I / We have read all the terms and conditions of the STANDARD CONTRACT AGREEMENT / MoU as well as Bid Document and agree to sign the same in case of award of work.
4. I / We have submitted all the documents as per Notice Inviting Bid.
5. I / We undertake and confirm that similar work (s) has / have got executed in Departments/ Govt. Organizations. Further that, if such a violation comes to the notice, then I / We shall be debarred for bidding in future forever. Also, if such a violation comes to the notice of ESIC before date of start of work, the ESIC shall be free to forfeit the entire amount of Performance Guarantee.
6. I / We have separately enclosed an undertaking in the format as per Annexure – A (2)

Yours faithfully,

(Signature of the Authorized Representative)

With Rubber Stamp

Dated :

Place :

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

UNDERTAKING

(On the Letter Head of the Organization)

TO

The Regional Director,

ESI Corporation

.....

.....

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

REF: Bidding Document No. _____

Sir,

We undertake that -

1. I/ We have no business or any other relationship with any of the ESIC Staff / Member of the Corporation.
2. I/ We have not employed any former employee of ESIC to work for our organization.
- Or I/ We have employed ESIC Staff / Member of the Corporation as per list attached to work for our organization and certify that there is no conflict of interest.
3. I/ We have not been debarred or blacklisted by any department / Organization to execute their works.
4. I/ We have not suppressed or concealed any information pertaining to works executed by us.
5. I/ We have not made any misleading or false representation or deliberately suppressed information in the form of statements and enclosures required for eligibility criterion.
6. I/ We have not abandoned any work and left work incomplete due to financial failures / weaknesses or have a record of poor performance.

Yours faithfully,

(Signature of the Authorized Representative)

With Rubber Stamp

Dated :

Place :

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

Annexure – B

FINANCIAL PROPOSAL

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

Rs 389 Lakhs

Budgetary amount for the year: Rs.. Rs 389 Lakhs Only(Rs Three hundred eighty nine Lakhs only)

NAME OF CONSTRUCTION AGENCY:

S. No.	Description	Centage Charges*
		(In figures(In %)
1.	Centage Charges** for execution, supervision of Annual Repair and Maintenance of buildings, services and Operation / Maintenance of Equipment's and plants in the ESI establishment of the region / State ESIC Ankleshwar. AS PER SCOPE OF THE WORK AND TERMS AND CONDITIONS OF THE BID & STANDARD CONTRACT AGREEMENT	

Seal of the Organization

Signature of the Authorized Signatory ****

*To be quoted in percentage of estimated cost with two decimal places greater than zero in figures.

** Centage Charges means charges on the value of work executed or estimated cost whichever is lower including establishment/execution charges & taxes if any as per Contract Agreement/MoU.

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

**** Authority letter from the Competent Authority i.e. CMD / MD / Chairman for signing the Bid Document is to be enclosed. Stamp impression must show the Name, Designation, Office etc.

Integrity Pact

Between

Employee State Insurance Corporation (ESIC) hereinafter referred to as “The Principal”. And

.....hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a 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 will during the tender process treat all Bidder(s) with equity and reason. The Principal 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 process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there

be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section2- Commitments of the Bidder(s)/ Contractor(s)

1. The Bidder(s)/Contractor(s) commit 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 persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the 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 or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders 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 introduce cartelization 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) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal 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 name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure.

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.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminated the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Gurantee.

Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise 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 for action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/Sub contractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, SAIL.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman, SAIL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the SAIL Board.
- (8) If the Monitor has reported to the Chairman SAIL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman SAIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders & months ---- the contract has been awarded.

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

Section 10 – Other provisions

This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal) (For & On behalf of Bidder/ Contractor)

(Office Seal) (Office Seal)

Place -----

Date -----

Witness 1 :

(Name & Address)

Witness 2 :

(Name & Address)

Check List

1	Notification/ Registration/ Memorandum/ Letter or any other documents of Central/ State Government declaring Agency as Central Government Organization/ Public Sector undertaking to carry out civil and electrical works etc. OR MoUD notification of Central/ State Government Organizations/ PSUs to carry out such works.
2	Certificate of Registration for Goods and Service Tax (GST).
3	PAN Card.
4	Balance sheet and profit and loss statement/ financial statement of account for financial year 2019-20, 2020-21 & 2021-22 along with CA Certificate with seal and registration indicating financial turnover of bidder during above period.
5	An undertaking as per Annexure A(1) & <u>Annexure –A(2)</u>
6	<p>Certificate for successfully completed or substantially completed Similar work during last Seven years ending last day of month previous to the one in which applications are invited.</p> <ul style="list-style-type: none"> • Three Similar Work costing not less than the amount equal to 40 percent of the Estimated cost. • Two Similar Work costing not less than the amount equal to 60 percent of the Estimated cost. • One Similar Work costing not less than the amount equal to 80 percent of the Estimated cost.
7	Lump sum agency Centage Charge to be quoted as per format “Annexure B”.

Signature Not Verified

Digitally signed by GAJENDRA
TAKHUBHA MANDORA
Date: 2022.11.17 16:42:42 IST
Location: eProcure-EPROC