



**REGIONAL OFFICE (MAHARASHTRA)**  
**EMPLOYEES' STATE INSURANCE CORPORATION**  
**(Ministry of Labour & Employment, Government of India)**  
**Regional Office, Panchdeep Bhavan, N.M Joshi Marg,**

**Lower Parel, Mumbai-400013**

Phone: 02261209775/97

[Web Site: www.esic.nic.in](http://www.esic.nic.in)

<https://eprocure.gov.in/eprocure/app>, e-mail:- [support-eproc@nic.in](mailto:support-eproc@nic.in)

[e-mail id: wzpmid.ro-mumbai@esic.nic.in](mailto:wzpmid.ro-mumbai@esic.nic.in)

**e - TENDER  
FOR**

**“Annual Repair, Maintenance & Operation (ARMO) works of Civil, Electrical & MEP Services on Lumpsum Service Charges on Deposit Work Basis for ESIC Offices & Staff Quarters Colonies in Maharashtra Region (Package-II).”**

<b>BID DOCUMENT</b>
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**Issued by**

Regional Director(I/c),

## **INDEX**

<b>Sl. No</b>	<b>Subject</b>	<b>SECTION</b>	<b>Page No.</b>
1	Notice Inviting e-Tender/e-Tender for Expression of Interest	<b>01</b>	3 - 5
2	Important Instructions to the Bidders regarding Online <b>Bid Submission</b>	<b>02</b>	6-7
3	Instructions to Govt Construction Agency	<b>03</b>	8-14
4	Qualifying <b>Criteria</b> for Bidders, Disqualification, Documents to be uploaded, Documents to be furnished	<b>04</b>	15-16
5	MEMORANDUM OF UNDERSTANDING	<b>05</b>	17-27
6	Financial Proposal	<b>06</b>	28
7	Form of Performance Security Bank Guarantee Bond	<b>07</b>	29-30
8	Acceptance of Bid Condition	<b>08</b>	31
9	Undertaking	<b>09</b>	32
10	Brief Description & Scope of Work	<b>10</b>	33-38
11	Integrity Pact	<b>11</b>	39-45



**EMPLOYEES' STATE INSURANCE CORPORATION  
REGIONAL OFFICE, PANCHDEEP BHAWAN  
N.M. JOSHI MARG, LOWER PAREL,  
MUMBAI-400013**

**SECTION-1**

**NOTICE INVITING TENDER**

**Name of Work: Annual Repair, Maintenance & Operation (ARMO) works of Civil, Electrical & MEP Services on Lumpsum Service Charges on Deposit Work Basis for ESIC Offices & Staff Quarters Colonies in Maharashtra Region (Package-II).**

Employees' State Insurance Corporation (ESIC) is an autonomous body, invites online bid offer for Lumpsum Service Charges (Centage Charges) in deposit work basis in percentage from eligible Central/ State/Public Sector Undertaking (PSU's) / Autonomous Bodies for taking up the Annual Repair and Maintenance of buildings, MEP Services and Operation/ Maintenance of Equipment's and plants **on Deposit work basis** in the ESI establishment of the **ESIC Offices & Staff Quarters Colonies in Maharashtra Region (Package-II).**

Details are given below:

NIT No.	<b>E-962434/W-26026/15/2024-CONST</b>
Name of work	<b>Annual Repair, Maintenance &amp; Operation (ARMO) works of Civil, Electrical &amp; MEP Services on Lumpsum Service Charges on Deposit Work Basis for ESIC Offices &amp; Staff Quarters Colonies in Maharashtra Region (Package-II).</b>
Client/ Owner	<b>EMPLOYEES' STATE INSURANCE CORPORATION.</b>
Annual Budget amount for the ARM Work	<b>Rs.2,04,75,952/- (Civil &amp; Electrical including Essential Services)</b>
Earnest Money Deposit (@3%EMD)	<b>Rs.6,14,279/-</b>
Date of Publishing for Online bid	<b>13.02.2025 @13:00 Hrs.</b>
Date of Bid Document Download Starts from	<b>13.02.2025 @13:00 Hrs.</b>
Date of Bid Submission Starts from	<b>13.02.2025 @13:00 Hrs.</b>
Date of Bid Submission Ends on	<b>06.03.2025 @17:00 Hrs.</b>
Bid Opening Date and Time	<b>07.03.2025 @17:00 Hrs.</b>
Date and Time of opening of Price Bid	<b>Will be communicated separately to the qualified bidders.</b>

Contract Period	<b>12 Months Period (Further extendable for 01-year Period based on the satisfactory performance of Agency &amp; Mutual Consent)</b>
Validity of Offer	90 days after the last date fixed for submission of bid including the extension (s) given, if any

\* Lumpsum Service Charges (Centage Charges) -As defined in **Section-6**: Financial Proposal (Bid).

**Note:** Wherever the word “ESIC” is mentioned it refers to Regional Office / Regional Director Mumbai.

1. The intending bidder(s) must read the terms and condition carefully. They should only submit their bid if eligible and in possession of all the documents required.
2. Information and instructions for bidders available in document shall form part of agreement.
3. The bid document consisting of instructions to bidders, scope of work and other conditions to be compelled are available at the website <https://eprocure.gov.in/eprocure/app>.
4. 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.
5. 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.
6. 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.
7. The bidder(s), if required, may submit questions in writing to seek clarifications 24 Hrs before the notified pre-bid meeting date, to the office of Regional Director or may visit the said office during the office hours on working days, **Contact No.022 61209775/797** and submit.
8. 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.

9. **Set of Bid Documents:**

The following documents will constitute set of tender documents:

SECTION-1	Notice inviting Bid
SECTION-2	Instruction for Online bid Submission
SECTION-3	Instructions to Govt Construction Agency
SECTION-4	Qualifying Criteria
SECTION-5	MoU
SECTION-6	Financial Proposal
SECTION-7	Form of Performance Security Bank Guarantee Bond
SECTION-8	Acceptance of Bid Condition
SECTION-9	Undertaking
SECTION-10	Brief Description & Scope of work
SECTION-11	Integrity Pact

10. **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 Bid is considered for evaluation of Technical Bids.

**In Stage-II**, financial bids of qualified bidders, who met the qualifying criteria as mentioned in section3, are opened on the prescribed date and time in the presence of representatives of bidders.

L-1 Construction Agency Whose Service Charges are found lowest shall be considered for award of work as per due process.

11. **Mode of Submission**

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

- a. Letter of acceptance of terms and conditions of bidding document in the prescribed format as per **SECTION-8** and undertaking as per format given in **SECTION -9**.
  - b. Certificates of Works experience and other documents for annual turnover and other documents of PSU for undertaking works required to establish fulfilment of qualifying criteria.
  - c. Bid documents downloaded from website to be signed on each page by authorized representative along with Financial Bid / Proposals (**SECTION-06**) quoted with Lumpsum Service Charges (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.
12. The bid for the works shall remain open for acceptance for a period of 90 days from the last 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 the participation. Further, they shall also not be allowed to participate in the re-bidding, if any.
  13. 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.
  14. Date of start of work shall be reckoned from details in award letter or handing over of site whichever is later. Signing of Contract Agreement and submission of valid Performance Bank Guarantee shall be followed with.
  15. 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 condition while making/ preparing their proposal & submitting the Bid.
  16. 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.

Sd/-

(Regional Director)

### **Instruction 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 instruction given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with their 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 Enrolment”** on the CPP Portal which is free of charge.
2. As part of 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 number 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 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 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 form the Helpdesk.

#### **PREPARATION OF BIDS**

1. Bidder should consider any corrigendum published on the tender documents before submitting their bids.
2. Bidder to go through the tender advertisement and the documents 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 documents / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required 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 & 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 condition 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.

**INSTRUCTIONS TO GOVT. CONSTRUCTION AGENCY, CENTRAL/ STATE PSU's****1. INSTRUCTION**

- 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 discussion / negotiations, (if required) and ultimate for a sign of Contract /MoU with the selected/qualified Construction Agencies on Deposit work basis for work execution.
- 1.3 Construction Agencies should familiarize themselves with local condition 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 participating in bid process and submitting a proposal. Construction Agency or his authorized representative should contact the following regarding site specific information and site visit enquiry, if required.

**Contract** : **Regional Director(I/c)**  
**Address** : **Regional Director, Regional Office,**  
**ESI Corporation, Panchadeep Bhavan, N.M. Joshi Marg,**  
**Lower Parel- 400 013.**

**Phone** : **022 61209775**  
**E-Mail** : [rd-maharashtra@esic.nic.in](mailto:rd-maharashtra@esic.nic.in) /  
[wzpmr.ro-mumbai@esic.nic.in](mailto:wzpmr.ro-mumbai@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 license and permits to carry out all the works.
- 1.5 Construction Agencies shall bear all cost associated with the preparing and submission of their proposal, and contract negotiation, site visits etc. The ESIC is not bound to accept any proposal and reserves the right to annual the selection process at any time prior to award, without incurring any liability to the Construction Agencies.

**2. Earnest Money Deposit:**

2.10 The Earnest Money of **Rs.6,14,279/- (i.e. Rupees Six Lakh Fourteen Thousand Two Hundred Seventy-Nine Only)** in the form of Demand Draft/Bankers Cheque of scheduled Bank issued / drawn in favour of '**ESI FUND ACCOUNT No.1**', payable at **Mumbai** shall be dropped on or before **06.03.2025 up to 05:00 PM** in the tender EMD box placed at Construction Branch, ESIC Regional Office, Lower Parel, Mumbai. The bids received without submission of EMD will summarily be rejected.

2.2 EMD shall be placed in separate sealed cover by writing the "**Annual Repair, Maintenance & Operation (ARMO) works of Civil, Electrical & MEP Services on Lumpsum Service Charges on Deposit Work Basis for ESIC Offices & Staff Quarters Colonies in Maharashtra Region (Package-II)**" on the envelope. If the Earnest Money is not found as per the prescribed manner, then Technical/Financial Bid shall not be opened.



- 2.3 EMD as above mentioned will be accepted in above manner shall accompany the bid.
- 2.4 EMD shall remain valid for a period of 90 days. A bid received without Bid Security (EMD) shall be rejected at the bid opening stage.
- 2.5 The earnest money shall be refunded to the unsuccessful tenderers after finalization of the contract.
- 2.6 No interest is payable on the EMD/SD.
- 2.7 The bid security (EMD) may be forfeited, if a bidder withdraws his bid during the specified period of bid validity, specified in the bid documents. In the case of successful bidder, if the bidder fails to submit the agreement bond along with Performance Guarantee within time specified in the Tender document after awarding of the contract, ESIC shall without prejudice to any other right or remedy available in Law, be at liberty to forfeit the earnest money absolutely.
- 2.8 Letter of authorization to attend bid opening.

### 3 **Performance Guarantee:**

- 3.1 The successful Govt. Agency will be required to furnish an irrevocable **PERFORMANCE GUARANTEE of 10% (Three percent)** of the Estimate Amount in addition to other deposit mentioned elsewhere in the contract for his proper performance of the contract (not withstanding and /or without prejudice to any other provisions in the contract) **within 10 days** from the date of issue of letter of acceptance of tender.
- 3.2 The guarantee shall be in the form of Demand Draft/ Fixed Deposit Receipts pledged to ‘**ESI Fund A/c No. 1**’ payable at **Mumbai** or Irrevocable Bank Guarantee Bonds of any scheduled Bank or the State Bank of India in the format as per **SECTION-7**. In case, a fixed deposit receipt of any bank is furnished by the contractor to ESIC as a part of performance guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to ESIC to make good the deficit.
- 3.3 The Performance Guarantee shall be initially valid for a period up to **180 days** beyond the Stipulated Contract Period. In case the Contract Period of work gets extended, the contractor shall get the validity of Performance Guarantee extended, at his own cost; to cover such extended time for Contract Period.

### 4 **General Instructions**

- 4.1 The Govt. Construction Agencies are required to quote Lumpsum Service Charges in percentage (%) up to two decimal places for rendering ARMO Services. Conditional Tender/NIT documents shall summarily be rejected.
- 4.2 The payment of Service Charges / Govt Agency Fee shall be capped at quoted rate multiplied by CPWD Plinth Area Estimate / Estimated Cost / Contract Awarded Cost declared after bidding process for specific ARM sites i.e. no additional fee shall be payable for increase in cost over and above the CPWD Plinth Area Estimate / Estimated Cost / Contract Awarded Cost (declared at the time of bidding).
- 4.3 In case of actual ARMO cost being less than the CPWD Plinth Area Estimate / Estimated Cost / Contract Awarded Cost, declared at the time of bidding, the Centage / Services Fee shall be paid based on such actual / reduced cost.
- 4.4 The works shall be executed by successful Govt. Construction Govt Agency on Deposit Work basis in terms of signed Memorandum of Understandings (MoU). MoU is for such ARMO works have to be performed by them. MoU is enclosed as **SECTION-5**.
- 4.5 Contingency expenditure, if any, shall have to be met by Govt Agency themselves out of their Govt Agency Fee / Centage.

- 4.6 MoU shall be signed between ESIC and the eligible selected Govt. Agency/PSU within 15 days after the acceptance of their 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 Contract Agreement for the respective sites.
- 4.7 The ARMO works shall be executed by Govt. Construction Agency/PSU in accordance with GFR norms, CVC guidelines, CPWD specifications, NBC, BIS standards and with sound engineering practices and also by observing due diligence in all respects.
- 4.8 Govt. Construction Agency/PSU is expected to familiarize themselves with the local conditions and effects of terms and conditions of relevant MoU before submitting the financial bid for Service Charges/Centage Charges, Govt Agency Fee, which once quoted, shall not be increased under any circumstances, whatsoever.
- 4.9 Tentative timeline for implementation of various kinds of ARM Works require to submit during further course of Action Plan.
- 4.10 It may be noted that there are appropriate provisions in the MoUs for imposition of penalty / recovery of liquidated damages in the event of progress delays and for not adhering to the mutually agreed timelines.
- 4.11 The Tender/EOI Documents offer shall remain open for acceptance by ESIC for a **period 90 days** from the date of opening of the bid. Any extension of validity period shall be decided with mutual consent, if required.
- 4.12 The bid shall be submitted online by Govt. Construction Agencies to the Office of Regional Director, ESI Corporation, Regional Office, Mumbai by **06.03.2025 up to 05:00 PM** through CPP Portal.
- 4.13 The Technical Bids shall be opened in ESIC Regional Office, Mumbai at **07.03.2025 at 01:00 PM** in the presence of representatives of Govt. Construction Agencies, if they wish to be present. The date for opening of Financial Bid of those bids who are found Technically qualified shall be Communicated separately.
- 4.14 The Service /Centage charges quoted by a Govt Agency will be considered only if the Govt Agency is found qualified as per the Eligibility Criteria I, at page No. 11. In case the lowest quoted Govt 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.
- 4.15 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 Govt Agency shall be liable to be debarred from tendering / taking up works in ESIC.
- 4.16 Component of GST/Taxes or Cess due to change in legislation occurred after receipt of tender / bid shall be reimbursed on production of Original paid Vouchers/Challans generated along with assessment order by the concerned Govt. Bodies, as the case may be.
- 4.17 Service Charges/ Centage Charges means professional charges to be paid to the Govt. Construction Agency by ESIC for rendering specific services, based on actual ARMO cost or CPWD Plinth Area Estimate / Estimated Cost / Contract Awarded Cost, whichever is less. Estimated Cost of Work shall inclusive of all applicable Taxes, levies, Cess, etc.
- 4.18 The area mentioned in the Tender/NIT Documents are only tentative and interested PSUs may physically inspect the buildings to ascertain the same before quoting of Centage Charges. PSUs shall submit the detailed estimate based on actual requirement ARMO of respective sites and cost shall be based on prevailing CPWD DSR Items preferably.
- 4.19 After ascertaining the entire gamut of the repairs & maintenance needs, Govt Agency shall prepare detailed estimates in r/o various types of repairs & maintenance works above based on CPWD Norms / yardsticks and Standard Engineering practices and submit to ESIC Regional Office, Mumbai along with all relevant documents, justifications, drawings, photographs etc. for accord of Administrative Approval and Expenditure Sanction (A/A & E/S) by ESIC.
- 4.20 **Regional Director(I/c), ESIC without being liable for any damages, reserves the right to accept or reject any bid or to annul the whole financial bidding process and reject all**

**bids at any time, without assigning any reason or incurring any liability to the bidders, whatsoever.**

4.21 The bid submitted shall become invalid if:

- a) The bidder is found ineligible vis – a – vis Qualifying criteria at **SECTION- 4 (page No.13 & 14).**
- b) Any discrepancy noticed in uploaded Document of bidders.

4.22 For day to day maintenance affairs, respective Office Head/ Office In-charge will co-ordinate with the help of concerned Branch Head and Caretaker of the Offices with qualified Govt. Agency to complete the work required as per Action Plan. Respective Office Establishment Head/ Office In-charge will also see and ensure all the required statutory compliances from qualified Govt. Agency.

#### **4.23 Conflict of interest**

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

(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:

(ii) Construction Agencies (including its Proposal 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 References 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.

4.23.2 Construction Agencies have 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.

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

#### **4.24 Fraud and Corruption**

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

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

it is determine that the Construction agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or executing a contract.

#### 4.24.2 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.

#### 4.24.3 Final Decision-Making Authority

Regional Director reserve the right to accept or reject any bid and to annual the process and reject all bids at any time, without assignment any reason or incurring any liability to the bidders.

#### 4.24.4 Brief Description & Scope of work as per details given in **SECTION-10**.

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

4.25.1 Construction Agencies/PSUs 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 emails address i.e. [wzpmr-mumbai@esic.nic.in](mailto:wzpmr-mumbai@esic.nic.in)/ [rd-maharashtra@esic.nic.in](mailto:rd-maharashtra@esic.nic.in). The ESIC will respond in writing, or by standard electronics means and will send written copies of the response (including an explanation of the query but without disclosing the source of query) to all Construction Agencies. Should the ESIC deem it necessary to amend the bid documents as a result of a clarification or any other reasons it shall do so following the procedure under para 2.2.

However, ESIC reserve the right to respond to the queries after cutoff date as mentioned above.

4.25.2 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 Agencies reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, ESIC may its discretion, extend the deadline for the submission/ opening of the bid.

## **5. PREPARATION OF BID PROPOSAL**

5.1 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.

5.2 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 language necessary translations and other requirements of certificated may be done at Regional Office level.

#### 5.3 Documents pertaining to Qualifying Criteria

Bidder shall have to furnish header line in all the relevant documents duly signed on each page on the uploaded documents pertaining to “Qualifying Criteria” as mentioned in **SECTION-4** of bid document.

#### 5.4 Financial Bid/ Proposals

Bid documents 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 CPP Portal) and shall not include any commercial or technical condition/information. Conditional bid shall be rejected summarily.

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

6.1 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 ender documents must initial such corrections.

6.2 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.

6.3 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.

## **7. BID Evaluation**

- 7.1 Evaluation of Qualifying Criteria
- 7.2 Qualifying Criteria shall be examined and evaluated by the Committee duly constituted by ESIC Regional Competent Authority based on documents uploaded on CPP portal. No documents furnished or made available after last date of submission of bid shall be considered for evaluation for meeting qualifying criteria for opening of financial bid.
- 7.3 Evaluation of Financial Bid
- 7.4 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.
- 7.5 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 ESIC Regional Competent Authority.
- 7.6 The final selection shall be based on evaluation of the bids by the Committee constituted for the purpose with the approval of ESIC Regional Competent Authority.

## **8. AWARD OF CONTRACT**

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

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

The successful bidder shall have to execute the Contract Agreement/MoU as per Standard Contract Agreement/MoU attached with the bid document as '**SECTION-5**' for taking up maintenance work for this project with ESIC.

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

- 8.2 The successful Construction agency (Govt. Agency/PSUs) 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 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.

## **9. CONFIDENTIALITY**

Information relating to evaluation of bids and recommendations concerning award 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.

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

- 11. 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.
- 12. Disputes:** Any dispute and differences relating to the meaning of the specifications designs, drawings and instructions herein before mentioned and as to any other question, claim, right, matter or ting 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.

**Note: The Govt Agency/PSUs service charges will be considered only, if the Govt Agency is found Technical qualified as per the eligibility criteria as per Point 04 of SECTION-4, Page No. 12 then only Financial Bid of Centage / Service Charges by concerned Govt. Agency will be opened on pre-decided date and same will be informed to qualified Govt. Agency.**

### **QUALIFYING CRITERIA**

1. The interested Construction Agencies i.e. Public Sector Undertaking set up by Central/State Government to carry out Civil & Electrical work or any other Central/State Government Organization/PSU which may be notified by MoUD are eligible for participation in the bidding process.
2. The Bidding Govt Agency have to submit MoUD's Registration Certificate to carry out Civil and Electrical works. The Govt. Construction Agencies, Central / State PSU's, qualifying under Rule 133 (3) of GFR, 2017 to take up Civil & Electrical Works are only eligible to participate in the financial bidding process.
3. Govt. Construction Agency must be having work experience of similar nature of work and furnished for relevant documents of experience certificate while bidding.
4. **Govt Construction Agency /PSUs should have the following minimum qualifying criteria:**

#### **Works Experience:**

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

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

OR

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

OR

One similar work costing not less than the amount equal to 80% of the estimated/ Budgeted cost.

- For similar completed works the final cost as mentioned in the completion certificate issued by competent authority i.e. authorized person of client/department shall be considered for determining the costing as mentioned above for evaluating the qualifying criteria
- For similar ongoing works the original cost as given in the sanction order of the work shall be considered with a certificate issued by the Competent Authority of the department for satisfactory performance for determining the costing as mentioned above for evaluating the qualifying criteria.
- The value of completed works shall be brought to the current costing level by enhancing the actual value of work at a simple enhancement rate of 7% per annum calculated from date of completion to last date of receipt of application for bid document
- Annual Turnover: Average annual financial turnover of Construction Agency should not be less than 30% of estimated cost during the immediate last 03 consecutive financial year. This should be duly certified by Chartered Accountant along with audited Balance Sheets and P & L account.

#### **5. Definition of Similar Works:**

The definition of similar works shall be as under:

“Annual Repairs and Maintenance of Offices Buildings with or without residential Staff Quarters”.

6. Even though any bidder may satisfy the above requirement, he would liable to disqualification if he has:
  - (a) Made misleading or false representation or deliberately suppressed the information in the forms statements and enclosures required in the eligibility criteria documents
  - (b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/ weaknesses etc.

## **7. Documents to be furnished for evaluation of bids:**

- i Attested copies of G.O./ Orders issued by the Central/State Govt. for establishment of the PSU authorizing for carrying out civil, electrical & building works with applicable jurisdiction.
- ii Copies of certificates in respect of execution/completion of similar works to establish eligibility as mentioned para 1 (i) of this section.
- iii Certificate from Chartered Accountant mentioning financial turnover of last 3 (three) years i.e. 2021-22, 2022-23 & 2023-24 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.
- iv Details in form of the chart mentioning the strength of the organizational setup in the respective state where the ARMO works to be undertaken.
- v 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 **SECTION-9**.
- vi All the above documents and relevant documents to be signed by Authorized person as stipulated in NIT.
- vii Certificate of Registration for Goods and Service Tax (GST), PAN Card.
- viii Undertaking for ESI & EPF Compliance.
- ix Balance Sheet and Profit and Loss Statement/ Financial Statement of Account for Financial Year 2021-22, 2022-23 & 2023-24 along with CA Certificate with seal and registration indicating financial turnover of bidder during above period.
- x **SECTION - 5,6,7,8 ,9,10 & 11** of NIT, duly signed and Stamp of Authorized representative of Govt. Agency

### **Note:**

**All the uploaded documents should be in readable, printable and legible form failing which the Bids shall not be considered for evaluation. The Tender/NIT document should also be uploaded with the Bid with countersigned on each and every page by responsible / Authorized persons of Govt. Agency.**



**MEMORANDUM OF UNDERSTANDING**

between

**EMPLOYEES' STATE INSURANCE CORPORATION**

and

**PUBLIC SECTOR UNDERTAKING / Central/State Govt. ORGANIZATIONS**

for

**Annual Repair, Maintenance & Operation (ARMO) works of Civil, Electrical & MEP Services on Lumpsum Service Charges on Deposit Work Basis for ESIC Offices & Staff Quarters Colonies in Maharashtra Region (Package-II).**

This Memorandum of Understanding (hereinafter called "MoU") signed between Employees' State Insurance Corporation (hereinafter called "ESIC") represented by its Regional Director(I/c), Mumbai on one part

And

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

Whereas 'GOVT AGENCY' have agreed to undertake the work of Annual Repairs, Maintenance & Operations (ARMO) of ESIC Offices Establishments as mentioned in Tender for 'ESIC' as a 'Deposit Work' basis.

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

1. The ARMO Work shall be executed by Govt. Construction Agencies on Deposit Work basis in accordance with GFR norms, CVC guidelines, CPWD specifications, BIS standards and sound engineering practices and also by observing due diligence in all respects and also as per work of Scope mentioned in NIT Documents.
2. The Govt. Agency/ PSUs shall be solely responsible for execution of the work qualitatively and quantitatively as per aforesaid specifications and as per detailed drawings/detailed estimate for Annual Repair and Maintenance of ESI Buildings
3. The Govt. Agency / PSUs will be allowed **Lumpsum Service Charges @ \_\_\_\_\_ based on lowest quoted in Financial Bid.**  
Rates quoted shall be firm and fixed and are inclusive of cost of manpower, material, machinery, tools and plant etc., including all taxes, duties and levies, insurance of workers, etc.
4. The Govt. Agency shall also submit the final expenditure statement **as per actual executed work** in triplicate duly signed by the Project Manager and Account Officer to ESIC within one month of the date of completion along with refund of the unspent amount available with the Govt. Agency for the work failing which the Govt. Agency will attract the same compensation as described above provided the total compensation under all the clauses will not exceed 10% of the sanctioned cost. The ESIC or any representative authorized by the ESIC may visit the work sites at any time to satisfy themselves that the works are being executed by the Govt. Agency both qualitatively as per approved estimates. However, the responsibility of execution of works as per specifications and to maintain the prescribed quality shall rest with the Govt. Agency. Govt. Agency shall submit the

progress reports of the work undertaken and completed and the work remaining pending on a monthly basis to the ESIC.

5. Govt 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 Govt Agency and ESIC for reviewing the progress of ongoing Repairs and Maintenance works based on mutually agreed timelines, milestones etc. and also for resolving co-ordination issues, including fixing priority in carrying out some segments of works/items, buildings, facilities and services for their early completion and handing over to ESIC for putting them to use for intended purpose, if any.
6. The funds released for this work shall not be utilized by the Govt. Agency/PSUs for any other ESIC or non-ESIC work.
7. For any urgent/emergent work beyond regular ARMO work, Govt. Agency/ PSUs has to attend on priority with the approval of Competent Authority of Govt. Agency/ PSUs under intimation to ESIC and expenditure to be submit separately to adjust in subsequent release of fund.
8. The responsibility for making payment of all Taxes like GST, Cess, Levies, Work Contract Tax, Turnover Tax and Service Tax etc. shall rest with the Govt. Agency/ PSUs. The ESIC shall, however reimburse to the Govt. Agency the amount of GST only on furnishing of Original paid Voucher/ Challans of such payments to concerned Govt. Authorities. If subsequently any refund is received by the Govt. Agency, the same shall be passed on to the ESIC. However, no Centage Charges shall be payable by ESIC to Govt. Agency/ PSUs on this account.
9. In case any non-conformity with the prescribed specifications or any defect is detected within **12 Months** of completion, the Construction Govt Agency will be held responsible and will be liable to make good the deficiencies failing which the ESIC shall get the rectification done at the risk and cost of the Construction Govt Agency/ PSUs.
10. Salvage value of the dismantled material, if any, shall be deposited in the ESIC account following due process as per CPWD norms/guidelines.

Now, therefore it is agreed between the Parties that:

#### **A. GENERAL:**

1. The ESIC will assign the following types of repairs & maintenance works to GOVT AGENCY/ PSUs for carrying out comprehensive Repairs & Maintenance of its existing infrastructure including entire MEPs services comprising of Offices/ Dispensaries, Office buildings & Staff Quarters as per Work of Scope mentioned in NIT documents.
  - a) Annual Repairs, Maintenance & Operations (ARMO) of Buildings & Services.
  - b) Day to day Maintenance of Buildings & Services.
  - c) Day to day Operation & Maintenance of Equipment's and Plants rendering specialized services such as Fire Fighting System, DG Sets, HT/LT Panels, STP&ETP,RO,CCTV etc.
  - d) All preventive maintenance / Checks as per CPWD Specification and works procedure.
2. During the assigning of works to Govt Agency/ PSUs, a comprehensive condition survey of the existing infrastructure i.e. Buildings, Services, Equipment's & Plants including ancillary structures existing inside the premises/complex shall be carried out by them to assess the maintenance needs for each component of the infrastructure for restoring and sustaining the utility of the facilities.
3. Action plan for the entire contract period for the respective site/Offices to be decided in consultation with User Department and ESIC Engineers.

4. After ascertaining the entire gamut of the repairs & maintenance needs, GOVT AGENCY shall prepare detailed estimates with Mile Stone Chart separately for respective Office sites 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.
5. Administrative Approval and Expenditure Sanction (A/A & E/S) by ESIC, 1<sup>st</sup> installment will be released as per Mile Stone Chart.
6. Govt. Agency /PSUs have to furnish the documents related to award/assigned work to their Contractor for the respective Offices sites viz. award letter, Singed copy of Contract Agreement, BOQ, etc.
7. 2<sup>nd</sup> and further installments will be released after verification by ESIC Engineer for the work done/ carried out by the Govt. Agency / PSUs as per Mile Stone Chart. If there is any delay in work, the penalty to be imposed as per provision in the MOU/ Contract Agreement.
8. As far as possible only items based on prevailing DSR should be taken in the detailed estimates and items based on market rates should be avoided unless it becomes indispensable to include them. In case of “Market Rate” It shall be decided at the level of the officer according sanction for technical appropriateness of items framed, rates approved based on GFR/CPWD provisions.
9. **The estimates for maintenance and operation of Equipment's & Plants e.g. DG Sets, Electrical Sub-stations, Fire Fighting system & Fire Alarm, PA System, STP&ETP, RO, LT & HT Panel etc. shall be framed on the basis of prevalent norms and yardsticks and good engineering practices by Govt department/PSU and submitted to concerned Regional Office, Mumbai of ESIC along with all relevant details and documents for accord of approval.**
10. At the commencement of each Financial Year, concerned representatives of both parties (Govt. Agency and User Department) shall inspect the Buildings, Services, Equipment's & Plants including ancillary structures along with user of the property for identifying the Repairs & Maintenance requirements of the facilities and also for fixing priority to some particular / specific portion of works which need to be attended compulsorily during the ensuing financial year so that the functionality of the building / facilities is not compromised / jeopardized.
11. The ARMO work sites must be supervised/controlled by the Officer of the Govt. Agency not below the rank of Project Manager/ Executive Engineer.
12. The fund for carrying out various types of repairs & maintenance works shall be released to Central / State Government Organizations / Public Sector Undertakings (PSU) by ESIC in the following manner:

Types of Works	Quantum / Mode of release of Fund
Annual Repairs, Maintenance & Operation (ARMO) of Buildings & Services	<ul style="list-style-type: none"> <li>○ 30 % of sanctioned estimate amount as initial deposit within 30 days of A/A &amp; E/S.</li> <li>○ Second instalment of 30% of sanctioned estimate amount based on expenditure statement &amp; certificate regarding utilization of 80 % of earlier released fund by Central / State Government Organizations / Public Sector Undertakings (PSU) as per Para 07 above.</li> <li>○ Third instalment of remaining 30% of sanctioned estimate amount based on expenditure statement &amp; certificate regarding utilization of 80 % of earlier released fund by Central / State Government Organizations / Public Sector Undertakings (PSU) as per Para 07 above.</li> <li>○ 10% final instalment on production of project account expenditure statement for closer of the project.</li> </ul>

**Note :** The fund subsequent to initial deposit shall be released to Central / State Government Organizations / Public Sector Undertakings (PSU) by ESIC based on proper expenditure statement & certificate regarding utilization of earlier released fund duly signed by Divisional Accountant / Account Officer & Executive Engineer/ Project Manager of Central / State Government Organizations / Public Sector Undertakings (PSU) and a certificate from Estate Officer / user of ESIC that works are progressing & completed in satisfactory manner. The Fund request should be submitted by Executive Engineer/ Project Manager of Central / State Government Organizations / Public Sector Undertakings (PSU) authorized by CMD / MD.

13. The Govt Agency /PSUs has to submit the Expenditure statement on monthly basis in the form of CPWD Form 65 A duly signed by the Project Manager or equivalent and Account Officer with supporting documents such as details of works executed, Invoices of materials consumed, Monthly manpower deployed Muster registers, ESI/EPF Compliance and any others.
14. The payment shall be released by ESIC to Govt. Agency / PSUs within 01 month after the submission of request/demand by Govt. Agency.
15. At the conclusion of the Contract, Govt Agency/ PSUs shall submit a consolidated Audited expenditure statement and a certificate regarding utilization of funds sanctioned and released to them for each of the building / premises duly signed by the Accounts Officer & Divisional Officer / Executive Engineer of concerned Govt Agency Division to the ESIC along with a user satisfactory certificate for completion of the works as per action plan and refund any unspent amount to ESIC for final settlement of accounts.
16. Govt Agency/PSUs will set up a dedicated wing comprising of civil as well as electrical units equipped with adequate manpower under unified command of senior level officer to execute the Repairs & Maintenance works with due diligence and in the most efficient and effective manner. A Nodal Officer shall also be appointed by Govt Agency to coordinate with ESIC and other local authorities for managing the works efficiently and effectively.
17. The Office of Govt. Agency / PSUs have to be set-up at RO Mumbai and permanent responsible Engineer representative of Govt. Agency shall be appoint to co-ordinate with ESIC reg. ARMO works of Maharashtra Region.
18. Govt Agency/ PSUs has to depute independent experienced Engineer team both Civil and Electrical at the respective ESIC Office Establishments as per CPWD norms and it will be covered in the centage charges of the Govt Agency/ PSUs.

19. Govt. Agency/ PSUs will make immediate arrangement for deployment of adequate manpower for Operation & Maintenance of Equipment's & Plants rendering specialized services so that the required services can be maintained uninterrupted. All emergent Repair and Maintenance related complaints shall be attended to within 24 hours and routine/non-emergent repairs shall be attended within 48 hours, falling which a recovery of Rs. 200.00 per event per day shall be made from the subsequent payments to the Govt Agency.
20. Govt Agency/ PSUs shall have to engage only licensed/certified electricians and Operators (Generator, Pump, Lifts, Fire System, Fireman etc.) are deployed. Preferably all the other skilled workers deployed should also be licensed and certified. Other certificates of technical qualifications should be verified before deployment of all the skilled/semi-skilled workers/engineers/technical persons by the Govt Agency/ PSUs.
21. All the deployed manpower engaged by the agencies for smooth functioning must mark their attendance in "Aadhar Enabled Biometric Attendance System" (AEBAS) as and when permitted from Govt. authorities. The hired private contractor should ensure that all the contractual employees engaged by them mark their attendance in AEBAS mandatorily and the attendance sheet should be attached along with their monthly salary bills. The Caretaker/ESIC Engineer / of should verify the monthly attendance sheet. Payment of monthly salary bills should be released only after compliance of the same.
22. In the event of failure to attend the complaint within 03 days, the Authorized Officer/Engineer of ESIC will get the work done at the risk and cost of the Govt Agency and expenditure incurred will be deducted from the subsequent payment of the Govt Agency/ PSUs.
23. The Govt Agency/ PSUs shall compensate ESIC for any losses incurred by theft, illegal or fraudulent activities of the manpower deployed directly or through his contractor.
24. The Terms and Conditions mentioned in NIT Documents shall also be the part of MoU /Agreement.
25. Govt Agency shall be registering themselves as Principal Employer for complying with various Labour Laws and other applicable statutory laws and Safety precautions. Any liability accruing on account of noncompliance of Labour laws and other statutory compliance related to work shall be borne by & sole responsibility of Govt Agency/ PSUs.
26. The works which are of essential nature such as operation & maintenance of essential services, day to day maintenance etc. shall under no circumstances to be held up for any delay in releasing of fund by ESIC.
27. Govt Agency / PSUs shall maintain Complaint Register in the building and a Service Centre shall also be opened for proper registration of complaints and their satisfactory disposal by getting user certificates in time bound manner. The Complaint Register shall be periodically seen by ESIC representative(s) for ascertaining the efficacy of the mechanism put forth by Govt Agency/ PSUs. Any suggestions made by ESIC regarding further improvement in the services shall be readily implemented by Govt Agency.
28. Govt Agency/ PSUs 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, shall be held between Govt Agency and ESIC preferably for reviewing the progress of ongoing Repairs and Maintenance works based on mutually agreed Milestones/timelines and also for resolving coordination issues, including fixing priority in carrying out some segments of works/items,

buildings, facilities and services for smooth functioning of ESIC Establishment for intended purpose.

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

## **B. MUTUAL OBLIGATIONS**

### **Govt Agency shall be responsible for:**

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.
2. Submitting Estimates for various types of Repairs & Maintenance works on time to ESIC for accord of A/A & E/S so that works are taken up on the ground as per schedule.
3. Providing adequate manpower and resources for maintaining the entire facilities in proper condition.
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.
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.
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 Govt Agency regarding Utilization of Fund, copies of detailed sanctioned Estimates/ Technical Sanctions, Award of Works, Running Bills etc., the same shall be provided by Govt Agency readily to ESIC.
7. Ensuring that its Contractors 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. Govt Agency will act as Principal Employer in respect of all Statutory Obligations related to workmen deployed at the site in execution of the work.
8. 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.
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 require pro-active measures to contain Time and Cost Overruns by providing stringent and elaborate enforceable Clauses to this effect in the Contract documents of its Contractors for achieving the objective of completing the works with due diligence and within the approved cost and scheduled time.
10. Providing Progress Reports to ESIC especially, for ARMO works for reviewing of the progress periodically vis – a – vis approved time schedule and taking all necessary remedial actions, after considering of observations made by ESIC in respect of quality and progress of the work during periodic progress review meeting.
11. 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 Govt Agency.
12. 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.
  13. Monitoring of ARMO Works from start to completion effectively & efficiently.
  14. 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.
  15. 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 Govt 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/decreed was not considered necessary, briefing out inter-alia, details of the award and clear-cut recommendations. The decision of the competent authority in Govt Agency to accept the award or challenge the same in a Court of Law will be binding on the ESIC.
  16. If there is delay of more than one week of the original time limit, in the completion of the work, the Govt. Agency shall be liable to pay an amount of 2.5% of the total cost of the work for every week of delay or part thereof as liquidated damages to the First Party subject to a maximum of 10% of the sanction cost of the project.

The liquidated damages recovered from the contractors for delay, if any, shall be credited to ESIC in the project accounts.

As further agreed by Govt Agency, more stringent Terms & Conditions over and above usual stipulated provisions in CPWD standard contract document, shall be inserted as additional / special conditions in the contract document with contractors so as to complete the ESIC ARMO works without time & cost overruns.

If at any time, it appears to ESIC that the actual progress of the work does not conform to the approved programme/ Mile Stone Chart referred above and intimated to Govt Agency by ESIC, detailed reasons and justifications for such delays shall have to be provided by Govt Agency, which shall be examined by ESIC for re-scheduling the Timeline, if any.

17. 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 there in and shall stand terminated after the expiry of one year unless it is mutually extended.
18. Extension of Time of contract and Expansion of Scope of work: -
  - a) The Repair and Maintenance contract may be extended on the written mutual consent of both ESIC and Govt Agency for a further period of one year or part thereof on the same terms and conditions of this contract. However, ESIC reserves its right to terminate the Repair and Maintenance contract by giving 02 months' notice at any time during the currency of the contract if the services of the Govt Agency are not found satisfactory in the extended period as per the opinion of ESIC or its representative. In case of emergent situation prevalent in the country, this contract can be extended up to period of three months unilaterally.
  - b) The scope of work under this contract can be increased/decreased accordingly on same terms and condition (at the time of extension, if any) with rates will be applicable in contract.

**No escalation charges will be paid to the Construction Govt Agency/Contractor for any Extension of Time**

**19. ESIC shall be responsible for:**

- (i) Approving Scope, Estimates, Timelines and other proposals submitted by Govt Agency.
- (ii) Intimating Area Details, Special Requirements/ Features and Broad Specifications for specialized Equipment's and Plants for facilitating execution of works by Govt Agency.
- (iii) Providing required assistance to Govt Agency for carrying out the comprehensive Repairs & Maintenance Works.
- (iv) Releasing Fund to Govt Agency based on their request and in terms of the MoU.
- (v) Providing required assistance to Govt 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.
- (vi) 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.
- (vii) Providing security clearance for Govt Agency staff / contractors and their workers for working at site in case these are required.
- (viii) Permitting free access to Govt Agency appointed Contractors' Materials and Workmen to the site of work and also helping Govt Agency in taking connections for electricity and water required for carrying out works inside the premises/complex. Electricity and Water Charges will be borne by Govt. Agency.

**20. Redressal of Disputes**

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

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.

**21. Amendment**

- 1. No amendment in Terms & Conditions of this MoU shall be valid and effective unless it is in writing and duly signed by authorized representatives of AC/RD, ESIC and CMD/MD of Govt Agency. Each party shall give due consideration to any proposal for amendment / modification made by other party with proper reasoning thereof.
- 2. Provisions made in respect of deposit works in CPWD Works Manual shall stand modified to the extent of the stipulations made in this MoU for execution of Repairs & Maintenance works of ESIC infrastructure by Govt Agency across the country.

**22. Termination**

- (i) This MoU can be terminated by either of the parties by giving 02 months prior notice along with reasons for breach of obligation and any other grounds for consideration of other party.



(ii) Payment on Termination

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

23. Trans Border Clause

If Govt Agency of subject Package or at any ESIC establishments fails to execute the works of ARMO due to whatever reasons, AC & RD, ESIC, Mumbai reserves the right to depute any Govt Agency or any other agency after mutual consent of same for three months or till finalization of fresh tender. The tender will be provided on same rates, terms & condition of their respective zones after justification their financial and technical strength.

24. **PERFORMANCE GUARANTEE:**

- 1) The successful Govt. Agency will be required to furnish an irrevocable **PERFORMANCE GUARANTEE of 10% (Ten percent)** of the Estimate Amount/Annual Budget Amount prescribed in NIT Documents in addition to other deposit mentioned elsewhere in the contract for his proper performance of the contract (not withstanding and /or without prejudice to any other provisions in the contract) **within 10 days** from the date of issue of letter of acceptance of tender.
- 2) The guarantee shall be in the form of Insurance Surety Bonds, Account payee Demand Draft, Fixed Deposit Receipts pledged to '**ESI Fund A/c No. 1**' payable at **Mumbai** or Irrevocable Bank Guarantee from any of the Commercial Banks in the format as per **SECTION-7**. In case, a fixed deposit receipt of any bank is furnished by the contractor to ESIC as a part of performance guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to ESIC to make good the deficit.
- 3) The Performance Guarantee shall be initially valid for a period up to **180 days** beyond the Stipulated Contract Period. In case the Contract Period of work gets extended, the contractor shall get the validity of Performance Guarantee extended, at his own cost; to cover such extended time for Contract Period.

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

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

27. 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.

28. 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.
29. 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.
- 28 The expenditure incurred by the second party on account of the fee payable for Mandatory inspection of installation by the Civil Agencies and the Taxes levied by the Local Bodies will be outside the estimates for Annual Repairs and Maintenance and separate Bill shall be submitted for the same.
- 29 At the conclusion of the Financial Year, the second party shall submit the expenditure statement of the funds sanctioned and released to them for each of the properties (or group of properties as the case may be) separately duly signed by two officers viz. the Accounts Officer/ Competent Authority of Accounts Department and the Officer in -Charge of the maintenance wing created for this purpose by the second party, along with a certificate of satisfactory completion of the work from the Custodian of the project. In case satisfactory performance during the current year, the contract can be further extended for the period of one year at the same rates and conditions under the ceiling amount prescribed.
- 30 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.
- 31 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.
- 32 For each of the properties (or a group of properties so approved by the first party), the second party or its representatives shall maintain a Complaint Book at the service Centre and all complaints will be got entered in the said book which shall be periodically seen by the Officers of the second party and as soon as the work is completed, suitable remarks shall be given in the Register. This Register should also be periodically seen by the Senior Officer of the second party and signed in taken of having seen the same. The book shall also be available for scrutiny of the Regional Director of the first party and / or the Occupier of the property and of their representatives.

- 33 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.
- 34 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 compliance etc. along with the supporting documents shall be submitted to the Regional Director without fail by the maintenance agency.
- 35 GST/Labour Cess etc. if it becomes applicable on Centage/Departmental Charges subsequent to date of signing of agreement in case of the categorization / change in rates of ARM work as a "Service" by Central / State Govt. shall be first paid by the construction Agency which shall then be reimbursed/paid as per actual without any Departmental Charges.
- 36 The second party shall also register themselves as Principal Employer for necessary compliance with the provision of Contract Labour (Regulation & Abolition) Act, 1970 as applicable.
- 37 In case of the unsatisfactory performance of the second party during the financial year, notice will be served for termination of the Agreement / MoU shall be taken up as per the clauses of the agreement by forfeiting the Performance Guarantee and the new Agency will be fixed at the risk & cost of the second party.
- 38 The first party can withdraw the work from the second party at any time after giving three months' notice without assigning any reason thereof and if the second party wishes to discontinue the work of the Repair and maintenance, the second party shall give three months' notice of their intention to discontinue the work. In such an event, the first party will not accept any liability on account of workers engaged by the second party and on any other account.

For and on behalf of Govt Agency

Signature

Name

Designation

Witness1

Signature

Name

Designation

Date:

Place:

For and on behalf of ESIC

Signature

Name

Designation

Witness 2

Signature

Name

Designation

**FINANCIAL PROPOSAL**

**Name of Work:** Annual Repair, Maintenance & Operation (ARMO) works of Civil, Electrical & MEP Services on Lumpsum Service Charges on Deposit Work Basis for ESIC Offices & Staff Quarters Colonies in Maharashtra Region (Package-II).

**Budgetary amount for the year:** Rs.2,04,75,952/- (i.e. Rupees Two Crore Four Lakh Seventy-Five Thousand Nine Hundred Fifty-Two only)

NAME OF CONSTRUCTION AGENCY:

S.NO	Description	Centage Charges (In figure and words)
1	Lumpsum Service Charges/ Centage Charges** for execution, supervision of “Annual Repair, Maintenance & Operation (ARMO) works of Civil, Electrical & MEP Services on Lumpsum Service Charges on Deposit Work Basis for ESIC Offices & Staff Quarters Colonies in Maharashtra Region (Package-II)”.  As per Scope of work and terms and condition of the bid & Standard Contract Agreement.	_____ %*****

Seal of the Organization

Signature of the Authorized Signatory\*\*\*\*

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

\*\* Lumpsum Service Charges/ 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 power 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.

**FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND**

**Name of Work: - Annual Repair, Maintenance & Operation (ARMO) works of Civil, Electrical & MEP Services on Lumpsum Service Charges on Deposit Work Basis for ESIC Offices & Staff Quarters Colonies in Maharashtra Region (Package-II).**

In consideration of the Employees' State Insurance Corporation having agreed under the terms and conditions of the Agreement no. .... dated ..... made between Employees' State Insurance Corporation and Second Party (here in called the said Contractor ..... for the work ..... hereinafter called the said agreement) to production of irrevocable bank guarantee for Rs. .... (Rs. .... only) as a Security/Guarantee from the Construction Agency for compliance of his obligations in accordance with the terms and conditions in the said agreement.

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

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

4. We ..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would take for the performance of the said agreement and that it shall continue to enforceable till all the dues of the Employees' State Insurance Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or Engineer-in-charge on behalf of the Employees' State Insurance Corporation certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Second Party and accordingly discharges this guarantee.
5. We .....(indicate the name of Bank) further agree with the Employees' State Insurance Corporation that, the Employees' State Insurance Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and

conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employees' State Insurance Corporation against the said Second Party and to bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Employees' State Insurance Corporation or any indulgence by the Employees' State Insurance Corporation to the said contracts or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

Dated ..... Day of .....

For .....(indicate the name of Bank)

**ACCEPTANCE OF BID CONDITION****(On the Letter Head of the Organization)**

To  
**The Regional Director(I/c),**  
**ESI Corporation,**  
**Panchadeep Bhavan**  
**N.M Joshi Marg, Lower Parel, Mumbai-**  
**400013.**

**Sub: Annual Repair, Maintenance & Operation (ARMO) works of Civil, Electrical & MEP Services on Lumpsum Service Charges on Deposit Work Basis for ESIC Offices & Staff Quarters Colonies in Maharashtra Region (Package-II).**

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 will submit Performance Bank Guarantee as per Notice Inviting Bid, if work awarded.
6. 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 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.
7. I / WE have separately enclosed an undertaking in the format as per **SECTION-9**.

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(I/c),**  
**ESI Corporation,**  
**Panchadeep Bhavan**  
**N.M Joshi Marg, Lower Parel, Mumbai-400**  
**013.**

**Sub: Annual Repair, Maintenance & Operation (ARMO) works of Civil, Electrical & MEP Services on Lumpsum Service Charges on Deposit Work Basis for ESIC Offices & Staff Quarters Colonies in Maharashtra Region (Package-II).**

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 or false 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 letter shall be signed by the authorized officer of the organization having valid authority letter from competent authority i.e CMD / MD / Chairman.



## **Brief Description & Scope of Work**

### **For illustration only**

**Name of Work-** Annual Repair, Maintenance & Operation (ARMO) works of Civil, Electrical & MEP Services on Lumpsum Service Charges on Deposit Work Basis for ESIC Offices & Staff Quarters Colonies in Maharashtra Region (Package-II).

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:**

**Annual Repair, Maintenance & Operation (ARMO) works of Civil, Electrical & MEP Services on Lumpsum Service Charges on Deposit Work Basis for ESIC Offices & Staff Quarters Colonies in Maharashtra Region (Package-II).** ESIC reserves the right to add on or delete any Dispensary /Office/Staff Quarters/DCBO in the mentioned list. The built-up area details of the establishments to be undertaken for ARM are as following:

Sr. No.	Discription of Establishment (Offices /Dispensary /Branch Office /DCBO /Staff Quarters)	Area in Sq. mtr. (Built up area)		
		Hospital / Dispensary	Residential	Non-Residential
1	ESIC Offices & Staff Quarters Colonies in Maharashtra Region (Package-II).	222.64	1810.64	5037.65

Total Annual budget Estimate - Rs.2,04,75,952 /- (Civil +Elect. including Essential services)

The ESIC will assign the following types of Repairs & Maintenance works to GOVT AGENCY for carrying out comprehensive Repairs & Maintenance of its existing infrastructure comprising of Office building, Dispensary cum BO Building & Staff Quarters and services including MEPs equipment and plants rendering specialized services.

### **Civil Works (Tentative Scope):**

1. Day to day Repair & Maintenance of building for smooth functioning of Hospital, Offices & Staff Quarters.
2. Painting of external/internal walls, Repairs to external/internal plaster, repair to floor/dado tiles.
3. Repair of roof leakages and leakage/ seepage control in toilets and water supply/Sanitary installation fixtures as required.
4. Barbed wire fencing wherever required for compound wall.
5. Flush and PVC Doors as required for staff quarters.
6. Grilling work and mosquito mesh as required in staff quarters.
7. Maintenance of Rain water pipes as required
8. Plumbing, Sanitary Work, Carpentry Work, etc.

9. Replacement of glass panes, door & window fixtures.
10. Carpentry work for Wooden Door, Windows, Aluminum & Steel Repair Work.
11. Periodic cleaning of internal and external drains, water tanks, Removal of blockages from Water Supply & Sanitary lines and internal & external drains.
12. Any Other Work assigned by ESIC Engineer or User.

#### **Electrical Works (Tentative Scope)**

- (1) Comprehensive Annual Repair, Maintenance & Operation (ARMO) of Complete External & Internal Electrical installation, Substation HT/LT Panels, DG sets, RM&O of Water supply pumps sets, Dewatering Pumps sets & complete MEPs services installed such as D.G. Sets, Fire Fighting, Fire Alarm & Detection, PA system, Lifts Operation, Transformer, LT/HT Electrical Panels, re-filling of Fire Extinguishers as per expiry date, Fire Mock Drill, Electrical & fire audit by authorized/Licensed agency etc. other Services installed associated with Hospital Building services and residential Staff Quarters buildings round the clock for all sites.
- (2) Preventive & any breakdown Maintenance & Operation of Substation, D.G. Sets, Transformers and associated HT/LT Switchgears or any other system etc. as per standard practices, rules and regulation of IE as amended.
- (3) The work shall be carried as per CPWD /BIS/IE rules and norms.
- (4) The Govt Agency shall at their own expense arrange for safety provisions as per safety codes of Indian Standards Institution, Indian Electricity Act and other Rules, Regulations and Laws as applicable in respect of all workmen, labour, directly or indirectly employed in the work for performance of the Govt Agency's part of the work.
- (5) Agency shall also have to support in case of emergencies arising due to any HT/LT Cable fault/leakage of SF6 Gas in RMU, etc.
- (6) Day to Day routine and preventive maintenance work.
- (7) The services of agency engaged may be utilized in any ESIC/ESIS establishment in Mumbai region as and when required.
- (8) The successful Agency shall undertake the AR & MO for the period of one year and it will be sole responsibility of the agency to keep the system in safe working condition at all the time as per relevant Standards, Rules and Regulations in force & safety guidelines.
- (9) The Agency shall provide the maintenance service directly by employing & appointing trained, appropriately skilled personnel. They shall be qualified and to keep the entire system and or /its equipment's in proper working condition. They will also take all reasonable care to maintain the equipment's properly adjusted and they will take all reasonable care to maintain the system in efficient, reliable, neat, tidy and safe conditions so as to meet all the norms as per relevant standards, Rules and Regulation in force.
- (10) The Agency shall have to provide the services by his personnel carry out AR&MO 24X7 basis i.e. round the clock including Sundays, Holidays and Night hours to maintain the system /services installed & attend any breakdown, complaints for maintenance & servicing of specified system. The personnel shall take round of complete Office premises and check the system for its working, any repairs/breakdown/rectification shall be attended by the staff immediately. The complaints shall be attended free of cost whenever call by Office Authority.
- (11) The Agency will furnish the information about the name & contact Nos etc. of maintenance staffs well in advance to user department. the deployed staffs shall have mobile phone and active number. If not, then agency shall arrange to provide the same to them. The Agency will issue the Identity card to the staffs. Any changes in the above shall be informed to ESIC in advance.

- (12) The Agency shall arrange to attend the system immediately after receipt of breakdown call from the ESIC Authorities or authorized representative of the user department. The Agency shall give priority in their service, repair and manufacturing facilities to restore the system/equipment's to normal service.
- (13) The agency shall arrange to repair the system /installation expeditiously without causing any inconvenience to the functioning of the Offices, failing which the repairs shall be got done at risk and cost of the contractors. However, in case of any major breakdown, the Agency shall consult the ESIC Authority /Engineer concerned to carry out the repairs, which shall be completed within shortest period.
- (14) The Agency shall have to carry out the work of repairs, maintenance and replacement of parts in good workmanship manner as per standard practice & Rules & Regulations enforce.
- (15) Whenever, wherever found necessary, the Agency shall replace the spares and other parts of equipment integrated to the Fire safety system and statutory requirements. All the spare parts required should be of same make and specification as per standard (**Genuine parts from authorized agency**).
- (16) The agency shall submit the schedule of preventive maintenance at the start of works for approval of ESIC authority and thereby follow schedule by maintaining record of all the repair serving and maintenance works carried out and shall submit the necessary log-cards duly signed and stamped by ESIC authority or authorized person of user department.
- (17) All kind of Maintenance, AMC/CAMC shall be carried out through Manufacturer/OEM failing which by Authorized Service agency of the Specialized E&M of the Equipment's Such as DG set, Substation, Fire Alarm System, HVAC/AC System, CCTV etc.
- (18) ESIC has reserved its right to utilized the ARMO Services at other ESIC Branch Offices/ESIC Establishments as and when required falls under jurisdiction of Mumbai Region.
- (19) Any other works required for the installation so as to ensure smooth functioning.

**Fire Fighting System (Tentative works):**

1. The Govt Agency/PSU will engage Valid license fire agency registered with Directorate of Maharashtra Fire Services, Govt of Maharashtra.
2. The work consists of the proposed monthly preventive and routine maintenance work of Fire Detection, Fire Hydrant & Sprinkler System, Fire Extinguisher and PA system etc. Installed in said buildings in accordance with Maharashtra Fire prevention and Life Safety Measure Act/Rules (as amended time to time).
3. The agency shall conduct fire mock drill of Fire system at least once in a every six months or as per fire norms prevail.
4. The Govt. Agency/PSU shall make the evacuation plan in glow sign board for the building & fixed at each floor after the award of work.
5. All tools, plants, equipment & manpower etc. to carry out the CAMC works at site are to be provided by the agency free of cost.
6. Deployment of trained manpower as per necessity.
7. Conduct Fire Mock drill periodically & Form- B (issued by Licensee Fire agency) submission to concerned fire Department as per Maharashtra Fire Norms.
8. Complete Comprehensive annual maintenance of Firefighting, Fire Alarm & Detection System, PA System and Fire Extinguishers & others etc. installed in ESIC Establishment for good and efficient working condition at all time as per Maharashtra Fire Service norms.
9. The Agency must supply Certified, Experience, well trained Manpower for operating/maintenance & servicing of the Fire Alarm, Fire Hydrant & Sprinkler System, Fire Extinguisher, PA system etc. & shall be in uniform on duty always without fail.

10. The agency shall strictly comply all terms and conditions of the NIT document and comply strictly in accordance as per the Maharashtra Fire Prevention and Life safety measure Act & Rules (Fire Act & Rules) as amended up-to-date.
11. Whenever there is requirement of any kind of materials or any part relating to Fire Fighting & Fire Alarm system PA system etc., the agency shall provide such materials or part without any delay free of cost.
12. Taking the NOC/Renewal of NOC/Fire Safety Compliance certificate from fire department shall be sole responsibility of the Govt. agency/PSU as & when required without any additional cost.
13. To ensure proper operation & maintenance of fire safety and firefighting equipment's installed and carry out the fire fighting/ rescue operation in case of fire or accident in the office premises.
14. To perform any additional special tests/works as required by the local fire codes without any additional cost.
15. To keep the entire system fully operational and functional at all times in auto mode system.
16. To organize and impart training to the occupants of buildings in first Aid, Firefighting, using fire Extinguisher and building evacuation during emergency situation.
17. All floor service duct for Electrical shaft/fire hydrant shaft are to be sealed at each floor level with non-combustibles materials such as vermiculite materials, Fire resistant mortar with fire resistance class as per National Electrical Code SP30-2011 suitable to seal the openings with all kinds of cable, pipes and cable support system as and where required shall be ensure by Govt. Agency/PSU.
18. Form -B is required to be submitted by License Fire agencies to be engaged by Govt Agency twice a year in July for the period from 1<sup>st</sup> January to 30<sup>th</sup> June of that year & in January for the period from 1<sup>st</sup> July to 31<sup>st</sup> December of previous year regarding the maintenance of Fire Prevention and life safety measures in Good Repair and Efficient conditions as per Maharashtra Fire Act
19. Service report/logbook and register must be got signed after every service by engineer in charge officials/Fire Nodal Officer designated by the ESIC for such purpose without fail.
20. The maximum response time for a maintenance/Breakdown complaint shall not exceed 04 hours in working days and 06 (Six) hours for non-working days. The contractor must be ready to provide round the clock emergency services at a short notice without any additional cost
21. Refilling of Fire Extinguisher as per their expiry due date and as per their uses as and when required.
22. Servicing, greasing, oiling and overhauling of Pumps, Valves etc. & E&M works.
23. Any other works required for the installation so as to ensure smooth functioning.
24. Services of PSUs/Govt Agency may be utilized for other ESIC Establishments /Office in ARMO Works as and when required.

**Mechanical Works: -**

- i. Cleaning, greasing, oiling of moving parts of pump, compressors.
- ii. Cleaning, oiling, and greasing of pump-motor assembly alignment, shaft, bearing, etc. iii. Cleaning & Preventive Maintenance of air receivers, drain system, in system/plant room. iv. Checking flanged joints of pipeline, valves and tightening nut bolts.
- v. Calibration of the dew point sensor element.
- vi. Replacement of desiccant filter, bacterial filters etc.

- vii. Regular Cleaning of pipeline.
- viii. Regular cleaning of plant room and especially flooring.

**Electrical works: -**

- i. Checking and tightening of cable/wire and terminations/connections.
- ii. Checking of motor viz. winding, rotor, brushes etc.
- iii. Checking of circuit breakers, trippers and capacitors.
- iv. Checking earth continuity of each equipment, panel etc.
- v. Checking Insulation of pumps, motors, compressors, cables, wiring.
- vi. Replacement fused indicating light.
- vii. Replacement of dilapidated/malfunctioning parts in system & panels.
- viii. Proper external & internal cleaning of electric panels.

**Miscellaneous works :-**

- i. Consultancy Services for providing Architectural Job will also be assigned to the Govt. Agency as per requirement of ESIC for obtaining Statutory approvals such as Occupancy Certificate / Completion Certificate, Fire NOCs, Lift License or other Liaising works etc.

- (20) If the motor /compressor/pump items are found burnt during normal use, the same shall be replaced/repared immediately. The agency shall be replacing all the spare parts free of cost immediately for normal wear and tear whenever necessary.
- (21) The Govt. Agency/PSU shall be solely responsible for any injuries to the work or workmen, to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the ARMO/AMC/CAMC works of any kind of said buildings. Therefore, all necessary preventive measure should be taken before starting of any activities.
- (22) Services of PSUs/Govt Agency may be utilized for other ESIC Establishments/Offices in ARMO Works as and when required.

(23) **Manpower Deployment:**

- a) Deployment of adequate manpower like electrician, Operators, lift operator, DG set Operator, Fire Man, Mason, plumber, carpenter, Helpers, sewer man, supervisor etc. so as to ensure round the clock services of Office, smooth functioning of the offices, Dispensaries and maintenance of the buildings.
- b) Manpower attendance register is to be maintained properly.
- c) Uniform, ID Card have to be provided to each and every staff by the Govt Agency.
- d) The Working Staff should be professionally qualified and must be trained.

- (24) These works are undertaken based on receipt of complaints from the users of the facilities on day to day basis so that the functionality of the building & service is not jeopardized in any matter.
- (25) Day to day maintenance activities are to be carried out by a mechanism of Service Centre where all sorts of complaints from users of the facilities are received and attended. The Service Centre is to be manned by various categories of unskilled / semi-skilled / skilled manpower or maintenance staff e.g. Carpenter, Mason, Plumber, Sewer man, Electrician, Foreman, Wireman, Helpers / Khallasi etc. under the supervision of engineering personnel in appropriate number (which will depend upon the total built-up area to be serviced in the building) in order to carry out the day to day maintenance activities efficiently and effectively. The no. of maintenance staff shall depend on the total built up area of the building to be serviced. Note: Unskilled/ semi- skilled/ skilled manpower or maintenance staff is to be generally decided as per the yardsticks, which is as per CPWD maintenance manual.

- (26) The Govt Agency/PSU will carry out all ARMO works as per CPWD latest Specification/Manuals/SOPs and works procedure as amended time to time.
- (27) The site for the work is readily available as the ARMO work is to be carried out in the running Offices/ dispensary buildings and their premises having residential buildings and other ancillary structures and the desirous agencies can inspect the Offices /DCBOs & Staff quarters Area on any working day. The details of contact person are as below: -
- (28) For day to day maintenance affairs, respective Office Establishment Head/ Office In-charge will coordinate with the help of concerned Branch Head and Caretaker of the Office with qualified Govt. Agency to complete the work required as per Action Plan. Respective Office Establishment Head/ Office In-charge will also see and ensure all the required statutory compliances from qualified Govt. Agency.
- (29) 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 Offices & DCBOs buildings & Staff Quarters and Services including Equipment and plants rendering specialized services:
- a) Day to day maintenance of building and services and Annual/Periodical Repair and Maintenance of Buildings Services.
  - b) Day to day Operation & Maintenance of Specialized Services.
  - c) Annual Repairs and Maintenance of Specialized Services (AMC /CAMC).
  - d) Special Repair Works for Building & Services (If required separate tenders may also be called based on local condition)
- 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.
- i Manpower attendance register with necessary cross checks is to be maintained properly.
  - ii Uniform, ID Card, tools & plants, safety gears i.e. gloves, boots etc. to the deployed manpower have to be provided by the agency.
  - iii The Working Staff should be professionally qualified and must be trained.
  - iv The site for the work is readily available as the ARMO work is to be carried out in the running Office/DCBO buildings and their premises having residential buildings and other ancillary structures and the desirous agencies can inspect the Offices & DCBOs & Staff Quarters Area on any working day.
  - v Conditional bids if any shall summarily be rejected.

**Integrity Pact**

To,

Regional Director(I/c),,  
ESIC Regional  
Office Lower Parel  
Mumbai-13

Sub: Submission of Tender for the work of “**Annual Repair, Maintenance & Operation (ARMO) works of Civil, Electrical & MEP Services on Lumpsum Service Charges on Deposit Work Basis for ESIC Offices & Staff Quarters Colonies in Maharashtra Region (Package-II)**”.

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 Govt. Agency)*

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

*INTEGRITY AGREEMENT*

This Integrity Agreement is made at ..... on this ..... day of ..... 20 .....

BETWEEN

ESIC represented through Regional Director, ESIC Regional Office, Lower Parel Mumbai-13

(Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....  
(Name and Address of the Central / State Government Organizations / Public Sector Undertakings (PSU)) through (Details of duly authorized signatory) (Hereinafter referred to as the **"GOVT AGENCY"** 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 for .....  
..... (Name of work).....  
. hereinafter referred to as the "Contract".

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

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

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



## *Article 1: Commitment of the Principal/Owner*

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures. *Article 2: Commitment of the Bidder(s)/Contractor(s)*
  1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
  2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
    - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
    - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

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

### *Article 3: Consequences of Breach*

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

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

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

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

#### *Article 4: Previous Transgression*

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the 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 subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### *Article 6- Duration of the Pact*

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the

continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

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

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

#### *Article 7- Other Provisions*

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the office of 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/Contact documents with regard any of the provisions covered under this Integrity Pact.

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

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1 .....

(signature, name and address)

Place:

2 .....

(signature, name and address)

Date :

Sd/-

Regional Director

Employees' State Insurance Corporation, Mumbai-13.