

NCCF/DB/Buss/2021-22/

Date: 03.12.2021

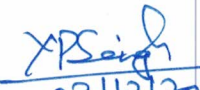
**Tender Notice**

**Sub: Notice Inviting Expression of Interest-reg.**

NCCF intends to participate in tender floated by Employees State Insurance Corporation, Regional Office, New Delhi for Comprehensive Annual Repairs and Maintenance & Operations (ARMO) of ESIC Regional New Delhi campus along with attached Dispensaries, Offices and Staff quarters in NCT of Delhi along with provision of Special Repair Work of same on as and when required basis. Interested/Registered business associates of NCCF who have successfully completed similar nature of works during last 5 years may submit their bid in sealed/closed envelope to Branch Manager, NCCF, Delhi, 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, Delhi-110016 latest by 10.12.2021 up to 11.30 am. Details of Notice Inviting Expression of Interest is enclosed herewith.

Non empanelled bidders may also participate but preference will be given to NCCF registered bidders of Delhi Branch at 1<sup>st</sup> priority and 2<sup>nd</sup> priority will be given to bidders registered with all other branches of NCCF. However, the non-registered bidders will have to get them registered with NCCF by fulfilling all the required formalities before award of work.

Conditional Bid will not be considered. NCCF reserves the right to accept or reject any bid without assigning any reason.

  
03/12/2021  
(Y.P. Singh)  
Branch Manager



**EMPLOYEES' STATE INSURANCE CORPORATION  
REGIONAL OFFICE, RAJENDRA BHAWAN  
RAJENDRA PLACE, NEW DELHI - 110008**

**Notice Inviting Expression of Interest**

**EOI No. ARM/Regional Office/2022**

**Name of Work: Comprehensive Annual Repairs and Maintenance & Operations (ARMO) of ESIC Regional, New Delhi campus along with attached Dispensaries, Offices and Staff quarters in NCT of Delhi along with provision of Special Repair Work of same on as and when required basis.**

- The Employees' State Insurance Corporation (ESIC) is an autonomous body under the aegis of the Ministry of Labour and Employment, Government of India. The main objective of the organization is to provide certain benefits to organized sector employees in case of sickness, maternity and 'employment injury' and to make provision for certain social benefits etc.
- ESIC is inviting online expression of interest bids from Public Sector Undertakings set up by Central / State Government to carry out civil or electrical work or from any other Central /State Government Organization / PSU which may be notified by MoUD for such purpose through EOI system who may be hereafter called as bidder.

**Additional Commissioner &Regional Director  
Employees' State Insurance Corporation,  
Room No. 313, 3<sup>rd</sup>& 4<sup>th</sup> Floor, Regional Office,  
Rajendra Bhawan, Rajendra Place, New Delhi-08  
Email- [rd-delhi@esic.nic.in](mailto:rd-delhi@esic.nic.in), Tel- 011-25731762**



**EMPLOYEES' STATE INSURANCE CORPORATION**  
**REGIONAL OFFICE, RAJENDRA BHAWAN**  
**RAJENDRA PLACE, NEW DELHI - 110008**

**NOTICE INVITING EXPRESSION OF INTEREST**

The Additional Commissioner & Regional Director, ESI Corporation, Regional Office, Delhi invites open online bids on behalf of the Director General, ESI Corporation on agency charge basis (in Single Bid System) through online mode from Public Sector Undertaking set up by Central / State Government to carry out civil or electrical work OR from any other Central /State Government Organization / PSU which may be notified by MoUD for such purpose as detailed below:

S.No.	Particulars	Details
1	<b>Name of work</b>	Comprehensive Annual Repairs and Maintenance & Operations (ARMO) of ESIC Regional, New Delhi campus along with attached Dispensaries, Offices and Staff quarters in NCT of Delhi along with provision of Special Repair Work of same on as and when required basis.
2	<b>Period of Contract</b>	12 Months
3	<b>Availability of EOI</b>	<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> and <a href="http://www.esic.nic.in">www.esic.nic.in</a>
4	<b>Estimated Cost as per CPWD Plinth Area Rate mentioned in CPWD Maintenance Manual 2019, available on CPWD Website.</b>	Rs. 411.58 Lakhs (Approx.) as per CPWD Plinth Area Rate for Maintenance Work.

**Critical Date Sheet**

<b>S.No.</b>	<b>Description</b>	<b>Date</b>
<b>1</b>	Date of Publishing	<b>16-Nov-2021</b>
<b>2</b>	Date of Bid Document Download Starts	<b>16-Nov-2021</b>
<b>3</b>	Date of Bid Submission Starts	<b>16-Nov-2021</b>
<b>4</b>	Date of Pre-Bid Meeting and Time	<b>01-Dec-2021 at 11:00 hrs</b>
<b>5</b>	Date of Bid Submission Ends	<b>13-Dec-2021 at 11:00 hrs</b>
<b>6</b>	Bid Opening Date and Time	<b>14-Dec-2021 at 11:00 hrs</b>

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

**Additional Commissioner & Regional Director**

### **Instructions for Online Bid Submission**

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

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

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

### **REGISTRATION**

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

### **SEARCHING FOR DOCUMENTS**

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

## **PREPARATION OF BIDS**

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

## **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
4. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
5. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
6. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a

bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

7. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **ASSISTANCE TO BIDDERS**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.

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

## NOTICE INVITING EXPRESSION OF INTEREST

Employees' State Insurance Corporation (ESIC) is an autonomous body under the aegis of the Ministry of Labour and Employment, Government of India. It is proposed to enter into an agreement with the Public Sector Undertaking set up by Central / State Government to carry out civil or electrical work OR with any other Central /State Government Organization / PSU which may be notified by MoUD for Annual Maintenance Contract (Civil & Electrical Work) for one year with immediate effect. 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 agreement for the following works: -

Comprehensive Annual Repairs and Maintenance & Operations (ARMO) of ESIC Regional, New Delhi campus along with attached Dispensaries, Offices and Staff quarters in NCT of Delhi.

### **Details of Dispensaries/ Offices Running in Own Building (For Illustrative Purpose Only)**

S.No.	Name of Dispensary	Dispensary (Approx. Area in Sqm)	Office (Approx. Area in Sqm)	Staff Quarters (Approx. Area in Sqm)
1	Tilak Vihar	1,142.00	-	1,246.00
2	Pahar Ganj	498.10	-	-
3	Mangolpuri	1,012.00	-	1,651.61
4	Azadpur	352.82	-	-
5	Rohini Sec - 5 i/c B.O	1,073.02	-	-
6	Subzi Mandi i/c B.O	346.00	-	400.00
7	Wazirpur i/c B.O	484.40	-	-
8	Jawalapuri	370.57	-	476.88
9	Mayapuri-Ph-I i/c B.O	438.00	146.00	-
10	Raghubir Nagar	560.92	-	789.67
11	Inderlok	413.02	-	-
12	Mayapuri-2	511.60	-	-
13	NIA Karampura	664.00	-	1,606.00
14	Madipur	777.46	-	-
15	Dwarka i/c B.O	791.00	-	-
16	Shastri Nagar i/c B.O	664.00	-	-
17	I - Block Karampura	300.00	-	-
18	Seelampur	420.00	-	-
19	Nand Nagri i/c B.O	1,222.50	-	-
20	Morigate i/c B.O	458.07	-	117.92



21	V.K. Nagar	400.00	-	
22	Mayur Vihar	400.00	-	
23	Jangpura	489.71	-	-
24	Kalkaji i/c B.O	686.48	-	-
25	Okhla Modi Mill	1,674.11	-	-
26	Sarojni Nagar	771.00	-	1,084.00
27	Tigri	386.00	-	-
28	Okhla Phase - 1	307.00	-	-
29	SRO Rohini	-	1,073.00	-
30	Regional Office	-	2,894.00	-
	<b>Total Area in Sqm</b>	<b>17,613.78</b>	<b>4,113.00</b>	<b>7,372.08</b>

1. ESIC Regional Director/ Regional Office Engineer reserves the right to add/ delete any building from the above mentioned list at any time.
2. ESIC Regional Director/ Regional Office Engineer may assigned any type of work in any Building as per requirement.
3. The ESIC will assign the following types of repairs & maintenance works to AGENCY for carrying out comprehensive Repairs & Maintenance of its existing infrastructure comprising of Dispensaries, office buildings & Staff Quarters and services including equipment and plants rendering specialized services.
4. MEPs of assorted make and sizes like Air-Conditioners (Approx. No. 500), Water Coolers (Approx. No. 50), DG Sets (Approx. No. 30), Fire Extinguisher (Approx. No. 500), Water Pumps (Approx. No. 30).

**(I) Maintenance Work**

- a) Day to day Repair & Maintenance of building.
- b) Plumbing Work, Sanitary Work, Carpenter & Masonry Work.
- c) Aluminum & Steel Work.
- d) To keep sewer line functional.
- e) Work of Horticulture / landscaping etc.
- f) Operation of Substation, HT & LT Panels, Transformer, Electrical Panel, Pump Operation, D.G. Set, Water Coolers, Water Pumps, Fire Fighting Services, Lift Operation.
- g) AMC/ CAMC of MEPs as directed by ESIC Regional Director/ Regional Office Engineer.
- h) Electrical Fitting and Fixtures i.e. Lights, Fans, Switches, Sockets, Wirings etc.
- i) Any Other Work assigned by ESIC Regional Director/ Regional Office Engineer.

**(II) Manpower Deployment:**

- a) Adequate Manpower to be deployed with the approval of Concerned ESIC Engineer like Supervisor, Fire Fighting Technician, Electrician, Lift operator, DG Operator, Mason, Plumber, Carpenter, Helpers, Sewer man, Mali etc. so as to

ensure the smooth functioning of the offices, Dispensaries and maintenance of the buildings.

- b) Agency shall submit the attested copies of credentials of all manpower deployed to the Regional Director and ESIC Engineer within 10 days of deployment and agency has to submit the Police verification of workers also to ESIC Engineer.
- c) Manpower attendance register is to be maintained properly and should be signed by Agency Engineer and Supervisor and submitted to ESIC Engineer for checking and verification as asked, in case of non-maintenance of attendance register, ESIC Engineer may impose a penalty of Rs. 1000.00 per day.
- d) Uniform, ID Card have to be provided to each and every staff by the agency, In the event of noncompliance a recovery of Rs. 25/- per day per employee shall be made.
- e) The Working Staff should be professionally qualified and must be trained. In case unqualified/ untrained staff found deployed or the Regional Director/ESIC Engineer are unsatisfied with the working performance of staff deployed then agency have to replace the staff within 3 days of the notice, otherwise a penalty of Rs. 2000.00 per day will be imposed.
- f) Manpower deployment schedule has to be finalized by the agency as per the ESIC Guidelines and in consultation with concerned ESIC Engineer.
- g) Deployed Manpower have to mark the attendance in ESIC Biometric Attendance System, Agency have to submit the Aadhar Card of the deployed Manpower to ESIC within 7 days of deployment.

**(III) Special Repair/ Emergent Work:**

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

5. The contractor will carry out all preventive maintenance / Checks as per CPWD Specification and works procedure.
6. Interested Govt./Semi-Govt./Public Sector Undertaking agencies are required to submit their offers on agency charges basis as per Performa attached in “**Annexure B**”<https://eprocure.gov.in/eprocure/app>
7. Confirmation to sign the Memorandum of Understanding (MOU) attached with this document.
8. Confirmation regarding following GFR, CVC guidelines and carrying out the work as per CPWD norms and specifications.
9. Declaration to be furnished that the agency/ organization is not black listed by any Government Authority.
10. The site for the work is readily available as the ARMO work is to be carried out in the running Office / dispensary buildings and their premises having residential buildings and other ancillary structures and the desirous agencies can inspect the Office and attached Dispensaries, Staff quarters Area on any working day with prior intimation/ appointment. The details of contact person are as below:
  - a. ESIC Regional Office – Asst. Engineer
  - b. Email ID: [dharamd.sharma@esic.nic.in](mailto:dharamd.sharma@esic.nic.in)
11. Conditional Expression of Interest shall summarily be rejected.

**Additional Commissioner & Regional Director**

**Employees' State Insurance Corporation,  
Room No. 313, 3<sup>rd</sup> & 4<sup>th</sup> Floor, Regional Office,  
Rajendra Bhawan, Rajendra Place, New Delhi-08  
Email- [rd-delhi@esic.nic.in](mailto:rd-delhi@esic.nic.in), Tel- 011-25731762**

## **Information and Instructions to Bidders**

### **I. Eligibility Criteria**

1. Bidder must be a 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 such purpose.
2. The Bidder should have successfully completed similar nature of works during last Seven years ending last day of the month previous to the one in which applications are invited.
  - a. Three Similar Work costing not less than the amount equal to 40 percent of the Estimated cost.
  - b. Two Similar Work costing not less than the amount equal to 50 percent of the Estimated cost.
  - c. One Similar Work costing not less than the amount equal to 80 percent of the Estimated cost.

(Similar work means comprehensive annual repair maintenance Works of Hospital or Dispensaries or Offices or staff quarters).
3. Net Worth of the company / firm as on 31st March of Financial Year 2017-18,2018-19& 2019-20, should be positive.

### **II. General Instructions**

1. The EOI for the work shall remain open for acceptance by ESIC for a period 90 days from the date of opening of the bid.
2. The EOI shall be opened at the notified time, date and place in the presence of bidders or their representatives, if they wish to be present. The agency charges quoted by an agency will be considered only if the agency is found qualified as per the Eligibility Criteria I, page No. 10. In case the lowest quoted agency charges of two or more qualified participating firms is the same, then the work would be awarded through the lottery system on the same rate. Date & time of drawing lottery will be intimated to such firms separately.
3. ESIC reserves the right to verify the particulars furnished by the bidder independently and if any information furnished by the bidder is found incorrect at a later stage, the Agency shall be liable to be debarred from tendering / taking up works in ESIC.
4. The MoU shall be signed between ESIC and the successful Bidder within 15 days after the acceptance of his bid by ESIC on prescribed format which is being given in the bid document. All the documents of the bid shall form part of the MoU.
5. Variation in rates of taxes or Cess due to change in legislation occurred after receipt of tender / bid shall be adjusted on either side i.e. increase or decrease, as the case may be.
6. The area mentioned in the EOI are only tentative and interested PSUs may physically inspect the buildings to ascertain the same before quoting centage charges. Estimated cost mentioned in EOI is only rough cost and selected PSUs shall submit the estimate based on actual areas measured and cost shall be based on prevailing CPWD plinth area rates.
7. After ascertaining the entire gamut of the repairs & maintenance needs, agency shall prepare estimates in r/o various types of repairs & maintenance works above based on CPWD Norms / yardsticks and good engineering practices including buyback provision for the dismantled items within the rates approved by the first party, makes of material along with

all relevant documents, justifications, drawings, photographs etc. within 15 days of award of work to Officer-in-charge of Work for processing and accord of Administrative Approval and Expenditure Sanction (A / A & E / S) by Competent Authority of ESIC.

8. ESIC, without being liable for any damages, shall reserve the right to accept or reject any bid or annul the whole bidding process without assigning any reason whatsoever.
9. The bid submitted shall become invalid if:
  - a) The bidder is found ineligible vis – a – vis eligibility criteria at S.No. I and III (page No. 10 and 11).
  - b) Any discrepancy noticed in uploaded Document of bidders.
10. Govt. Construction agencies are expected to familiarize themselves with the local conditions and effect of terms and condition of relevant MoU before submitting the financial bid Centage/ agency fee, once quoted, shall not be increased under any circumstances.
11. Performance Bank Guarantee: The successful agency shall submit performance guarantee in the form of Bank Guarantee @3% of the (estimated amount + centage charges) within 15 days issue of letter of intent and to be kept valid for one and half year from the date of issue of letter of intent or adjustment of expenditure for the work awarded, whichever is earlier.

### **III. List of Documents to be uploaded**

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

1. Notification/Registration/Memorandum/letter or any other document which substantiates that agency is a Central/ State Government PSU authorized to Carry Out Civil or Electrical Works OR MoUD notification of Central/State Government Organizations/ PSUs authorized to carry out civil or electrical works.
2. Certificate of Registration for Goods and Service Tax (GST).
3. PAN Card.
4. Balance sheet and profit and loss statement/ financial statement of account for financial year 2017-18,2018-19 & 2019-20 along with CA Certificate with seal and registration indicating financial turnover of bidder during above period.
5. An undertaking as per Annexure “A”.
6. Certificate for successfully completed similar nature of works during last Seven years ending last day of the month previous to the one in which applications are invited
  - a. Three Similar Work costing not less than the amount equal to 40 percent of the Estimated cost.
  - b. Two Similar Work costing not less than the amount equal to 50 percent of the Estimated cost.
  - c. One Similar Work costing not less than the amount equal to 80 percent of the Estimated cost
7. Agency Service Charge as per format “Annexure B”.
8. Technical Data Sheet as per format “Annexure C”.

**Note:**

- 1. All the uploaded documents should be in readable, printable and legible form failing which the Bids shall not be considered for evaluation. The Tender document should not be uploaded with the Bid.**
- 2. The Agency service charges will be considered only, if the agency is found qualified as per the eligibility criteria as per para I page no 10.**

## MEMORANDUM OF UNDERSTANDING

between  
**EMPLOYEES' STATE INSURANCE CORPORATION**  
and  
**PUBLIC SECTOR UNDERTAKING / Central/State Govt. ORGANIZATIONS**  
for  
**Repairs & Maintenance of Existing Infrastructure of ESIC**

This Memorandum of Understanding (hereinafter called "MoU") signed between Employees' State Insurance Corporation (hereinafter called "ESIC") represented by its Additional Commissioner & Regional Director, Delhi on one part

And

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

Whereas 'AGENCY' have agreed to undertake the work of Comprehensive Annual Repairs and Maintenance & Operations (ARMO) of ESIC Regional, New Delhi campus along with attached Dispensaries, Offices and Staff quarters in NCT of Delhi along with provision of Special Repair Work of same on as and when required basis.

### Definitions

1. **Officer inviting EOI:** Regional Director (Delhi), the call of EOI, finalizing the agency, signing the MoU and accord of Administrative Approval shall be done by Officer inviting the EOI.
2. **Officer-in-charge of Work:** Regional Director (Delhi), the submission of details of services to the agency for maintenance, receiving the ARM Estimate from the agency and processing and submission of the ARM Estimate for A/A and E/S to Higher Authority, if required, release of the payment as per MoU after A/A and E/S, necessary approvals of manpower/ material/ others required for work, monitoring the work and handling the court related to work, if any.
3. **Engineer-in-charge:** Nominated Asst. Engineer/ Junior Engineer posted at Regional Office - Delhi under Regional Director, apprising the agency regarding the work, checking/ vetting of the Estimate, handing over / taking over of the site, supervision, monitoring of the work and necessary approvals related to works any other assigned by Regional Director.

Now, therefore it is agreed between the Parties that:

### **A. GENERAL:**

1. The ESIC will assign the following types of repairs & maintenance works to AGENCY for carrying out comprehensive Repairs & Maintenance of its existing infrastructure comprising of Dispensaries, office buildings & Staff Quarters.

- a) Annual Repairs and Maintenance & Operations (ARMO) of Buildings & Services
  - b) Day to day Maintenance of Buildings & Services
  - c) Day to day Operation & Maintenance of Equipments and Plants rendering specialized services.
  - d) All preventive maintenance / Checks as per CPWD Specification and works procedure.
2. After the works are assigned to agency, a comprehensive condition survey of the existing infrastructure i.e. Buildings, Services, Equipments & Plants including ancillary structures existing inside the premises/complex shall be carried out by them in consultation with the concerned Regional Director and ESIC Engineers for assessing the maintenance needs for each component of the infrastructure for restoring and sustaining the utility of the facilities.
  3. After ascertaining the entire gamut of the repairs & maintenance needs, AGENCY shall prepare estimates in r/o various types of repairs & maintenance works above based on CPWD norms / yardsticks and good engineering practices and submit to Officer-in-charge of Work, ESIC along with all relevant documents, justifications, drawings, photographs etc. for further processing and accord of Administrative Approval and Expenditure Sanction (A / A & E / S) by Competent Authority of ESIC.
  4. 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 and market Quotation is based on CPWD DAR (Delhi analysis of rates) like the cost of the materials, taxes, Labour and Transport etc. at the site where the work is to be executed plus 15% to cover all contractor's overheads and profits.
  5. On requirement at Site, ESIC Regional Director (Delhi)/ Regional Office Engineer may assign the Special Repair Work to the agency on the same quoted centage charges. In this regard agency have to submit the Estimate to ESIC Engineer for approval within 15 days for Special Repair Work based on GFR/CPWD provisions and market Quotation is based on CPWD DAR (Delhi analysis of rates) like the cost of the materials, taxes, Labour and Transport etc. at the site where the work is to be executed plus 15% to cover all contractor's overheads and profits.
  6. Emergent Work have to be attended immediately without any delay as per the direction of ESIC Regional Director/ESIC Engineer.
  7. **Special Repair/ Emergent Work Payment Procedure: -**

The agency shall submit bill every month in Three copies along with measurement book (properly binding) complete in all respects or as decided by competent authority of the first party. Payment of the work will be made to the agency after verification of bill by the regular Engineers of ESIC. The agency shall submit a certificate that agency has paid all leviable taxes and in case of default contractors shall indemnify to the ESIC.

Agency shall submit the following documents with the Bill: -

- a) Test Report of Materials as asked/ directed by ESIC Engineer.
- b) For Final bill, Satisfactory Work Completion Certificate signed by ESIC Engineer.
- c) Any Other document asked by ESIC Engineer.

8. **Time period of contract**

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

9. **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 Employer and Contractor for a further period of one year or part thereof on the same terms and conditions of this contract. However, ESIC reserves it's right to terminate the Repair and Maintenance contract by giving one month notice at any time during the currency of the contract if the services of the agency are not found satisfactory as per the opinion of ESIC or it's 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 as per prevailing DSR/ NDSR (at the time of extension, if any) with rates will be applicable in contract.

10. **Payment Procedure for ARM Works**

**Payment to the agency will be released by the Regional Director.**

- a) 30% of sanctioned estimated amount as **initial deposit** within 4 weeks of Approval of Estimate. After initial deposit, the agency shall submit the details related to subletting of the work like Agreement copy signed between agency and sub-contractor, Copy of Award of work along with amount.
- b) **Second installment.** 30% of sanctioned estimated amount or the total cost of work sublet to the contractor(s), whichever is lower, will be released within 4 weeks after utilization of 80% of total released fund based on submission of the following documents: -
  - (i) Request letter signed by Concerned Project Manager/ General Manager and Financial/ Accounts Officer of the agency.
  - (ii) Fund Utilization Certificate on expenditure incurred for the earlier deposits made by the ESIC for the work to be signed by Concerned Project Manager/ General Manager and Financial/ Accounts Officer of the agency.
  - (iii) Certificate by Concerned Project Manager/ General Manager that "Work has been executed at the site as per CVC guidelines, CPWD Specifications, BIS/ NBC Standards and followed good Engineering practices and confirming that the ESI, PF, GST, payment to worker as per CLC notification issued time to time and other statutory compliance have been made".
  - (iv) Satisfactory Performance Certificate signed by Concerned ESIC Engineer.
- c) **Third installment** i.e. 30% of sanctioned estimated amount or the total cost of work sublet to the contractor(s), whichever is lower, will be released within 4 weeks after utilization of 80% of total released fund based on submission of the following documents: -
  - (i) Request letter signed by Concerned Project Manager/ General Manager and Financial/ Accounts Officer of the agency.



- (ii) Fund Utilization Certificate on expenditure incurred for the earlier deposits made by the ESIC for the work to be signed by Concerned Project Manager/ General Manager and Financial/ Accounts Officer of the agency.
- (iii) Certificate by Concerned Project Manager/ General Manager that “Work has been executed at the site as per CVC guidelines, CPWD Specifications, BIS/ NBC Standards and followed good Engineering practices and confirming that the ESI, PF, GST, payment to worker as per CLC notification issued time to time and other statutory compliance have been made”.
- (iv) Satisfactory Performance Certificate signed by Concerned ESIC Engineer.
- d) **Fourth and Final Installment** i.e. balance payment will be released only at the time of conclusion of the Contract, Agency shall submit a consolidated 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 Agency Division to the concerned Regional Director, along with a certificate from the concerned ESIC Engineer regarding satisfactory completion of the works and refund any unspent amount to ESIC for final settlement of accounts.
11. Agency will set up a dedicated wing comprising of civil as well as electrical units equipped with adequate manpower under unified command of senior level officer 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 agency to coordinate with ESIC and other local authorities for managing the works efficiently and effectively. At least minimum 1 Civil Engineer and 1 Electrical Engineer along with mobile phones for better communication have to be stationed by the agency at Regional Office or Place nominated by ESIC Engineer, Agency Engineer have to take the directions from ESIC Engineer and their attendance will also be verified by ESIC Engineer and in case of absence of agency Engineer or not visiting the locations as per direction of ESIC Engineers will attract a penalty of Rs 2500.00 for each day of absence or not visiting the locations as per direction of ESIC Engineer. This Office will not pay anything extra for deployment and movement of Nodal Officer and Engineers by the agency.

S.No.	Designation	Qualification & Experience	Remarks
1	Nodal Officer	B. Tech in Civil or Electrical Engineering and having a minimum of 10 year Experience	Have to make at least minimum one visit in fortnight to ESIC Regional Office/ Site or as directed by ESIC Engineers
2	Civil Engineer	B. Tech/ Diploma in Civil Engineering and having a minimum of 05 year Experience	To be Stationed in Regional Office (For Monitoring of Civil Works) and visit the Dispensaries/ Offices/ Staff quarters without any delay as directed by ESIC Regional Office Engineer

3	Electrical Engineer	B. Tech/ Diploma in Electrical Engineering and having a minimum of 05 year Experience	To be Stationed in Regional Office (For Monitoring of Electrical Works) and visit the Dispensaries/ Offices/ Staff quarters without any delay as directed by ESIC Regional Office Engineer
---	---------------------	---	--

12. Agency will make immediate arrangement for deployment of adequate manpower in direction of concerned ESIC Engineer for Operation & Maintenance of Equipment's & Plants rendering specialized services so that the required services can be maintained uninterrupted.
13. 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 Agency. Agency will make the provision of Water and Electricity Charges in their further sub-contract as per CPWD Work Procedure.
14. The works which are of essential nature such as operation & maintenance of essential services, day to day maintenance etc. shall under no circumstances be held up for temporary delay in releasing of fund by ESIC.
15. Agency 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 Agency. Any suggestions made by ESIC regarding further improvement in the services shall be readily implemented by agency, if found feasible from Techno financial angles by them.
16. Agency will apprise ESIC about the status of various Repairs & Maintenance works periodically during joint Progress Review Meetings wherein both physical and financial progress would be discussed besides resolution of pending issues, if any. Progress Review Meetings, preferably monthly shall be held between Agency and 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.
17. Agency 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**

### **18. Agency shall be responsible for:**

- a) 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.
- b) 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.
- c) Providing adequate manpower and resources for maintaining the entire facilities in proper condition.
- d) Intimating physical and financial Progress and up to date expenditure incurred along with Certificate of Utilization of Fund against Fund earlier released by ESIC.
- e) 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.
- f) If agency sublets the work then agency have to submit the details of sub-contractor and Certifying and making payment of Bills of the Contractors / Agencies engaged by them and making available Final Statement of Accounts in Standard Format to ESIC, Copies of Final Bills for all Contract Packages and other expenditure incurred, after the completion of the work. In addition, whenever ESIC asks for any other details from agency regarding Utilization of Fund, copies of detailed sanctioned Estimates/ Technical Sanctions, Award of Works, Running Bills etc., the same shall be provided by agency readily to ESIC.
- g) Ensuring that its Contractor(s) implement required Health, Safety & Environmental (HSE) practices at the Construction Sites and they also comply with all statutory obligations related to workmen deployed at the Site like compliance of Labour laws, minimum wages as per CLC, ESI, EPF & Bonus etc. Agency will act as Principal Employer in respect of all Statutory Obligations related to workmen deployed at the site in execution of the work.
- h) 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.
- i) 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.
- j) Submitting Works Completion Report (WCR) duly bringing out the Final Cost as against the approved Cost. The WCR shall be submitted along with Final Works Accounts including return of unspent balance amount to ESIC within one month of settlement of final bills of the contractors / other agencies deployed by agency.

- k) 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.
- l) Monitoring of Projects from start to completion effectively & efficiently.
- m) 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.
- n) Defending all Arbitration and Court Cases arising out of execution of the works and examining the Arbitration Award/Decree of Court of Law/Tribunal by appropriate authority in agency and forwarding the same along with a comprehensive report on the circumstance leading to the Arbitration/Court cases and the reasons and justifications as to why an appeal against such award/decreed was not considered necessary, briefing out inter-alia, details of the award and clear cut recommendations. The decision of the competent authority in agency to accept the award or challenge the same in a Court of Law will be binding on the ESIC.
- o) Agency will take all necessary actions to complete the works timely. However, for inordinate delay caused in the works liquidated damages have to be levied / recovered. Based on the established procedure to levy penalty on their contractors / agencies for recovering liquidated damages from them as per the GCC or other contract conditions applicable in agency. The liquidated damages recovered from the contractors for delay, if any, shall be credited to ESIC in the project accounts. As further agreed by Agency, more stringent terms and conditions over and above usual stipulated provisions of agency standard contract documents, shall be inserted as additional / special condition in the contract document with contractors so as to complete the works timely. If at any time, it appears to ESIC that the actual progress of the work does not confirm to the approved program referred above and initiated to agency by ESIC, detailed reasons and justifications for such delay shall have to be provided by Agency, which shall be examined by ESIC for re-scheduling the timeline, if any.
- p) All emergent Repair and Maintenance related complaints shall be attended within twenty-four hours and routine/ non-emergent repairs shall be attended within 48 hours, falling which a recovery of Rs. 1000.00 per event per day shall be made from the subsequent payments to the agency. "No water and electricity" complaints have to be attended immediately, otherwise penalty of Rs. 200.00 per hour per event may be imposed.
- q) In the event of failure to attend the ARM complaint within time frame given by ESIC Engineer, The Officer -in- charge of work will get the work done at the risk and cost of the agency and expenditure incurred will be deducted from the subsequent payment of the agency.
- r) The Agency shall compensate ESIC for any losses incurred by theft, illegal or fraudulent activities of the manpower deployed directly or through his contractor.
- s) Agency have to deploy the maximum possible old workers which are already working in site and are qualified as per ESIC criteria and as per direction of ESIC Engineer and Regional Director.

- t) Adequate Manpower to be deployed with the approval of ESIC Engineer like electrician, lift operator, DG Operator, Mason, plumber, carpenter, Helpers, sewer man, supervisor etc. so as to ensure the smooth functioning of the offices, Dispensaries and maintenance of the buildings.
- u) Agency shall submit the attested copies of credentials of all manpower deployed to the Regional Director and ESIC Engineer within 7 days of deployment.
- v) Manpower attendance register is to be maintained properly and to be submitted to ESIC Engineer for checking and verification, in case of non-maintenance of attendance register ESIC Engineer may impose a penalty of Rs. 1000.00 per day.
- w) Uniform, ID Card have to be provided to each and every staff by the agency, In the event of noncompliance a recovery of Rs.25/- per day per employee shall be made.
- x) The Working Staff should be professionally qualified and must be trained. In case unqualified/ untrained staff found deployed or the Regional Director/ESIC Engineer are unsatisfied with the working performance of staff deployed then agency have to replace the staff within 3 days of the notice, otherwise a penalty of Rs. 2000.00 per day will be imposed.
- y) Manpower deployment schedule has to be finalized by the agency as per the ESIC Guidelines and in consultation with concerned ESIC Engineer.

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

- a) Approving Scope, Plans, Initial and Revised Estimates, Timelines and other proposals submitted by agency.
- b) Intimating Details, Special Requirements / Features and Broad Specifications for specialized Equipment's and Plants for facilitating execution of works by agency.
- c) Providing required assistance to agency for carrying out the comprehensive Repairs & Maintenance Works.
- d) Releasing Fund to agency based on their request and in terms of the MoU.
- e) Providing required assistance to agency for obtaining necessary Statutory Approvals / Permission / Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like Municipal Corporation, Town Planning Board, Electricity Board / Fire Department, State / Central Pollution Control Boards, State / Central Environmental Authority etc. as applicable.
- f) 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.
- g) Providing security clearance for agency staff / contractors and their workers for working at site in case these are required.
- h) Settling of final claims which may be decreed by a Court of Law, Tribunal or by award of an Arbitrator in relation to the deposit work, based on recommendations of agency and commensurate actions taken by them in accordance with Clauses 18(m) as explained above.
- i) Permitting free access to agency appointed Contractors' Materials and Workmen to the site of work and also helping agency in taking connections for electricity and water required for carrying out works inside the premises/complex.

- j) Drawings of the building premise will be provided by the ESIC to the agency, if available with ESIC.

## 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 Chief Engineer, ESIC and concerned Chief Engineer/ GM of 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 DG, ESIC, and a Nominee of DG/ CMD of 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 and DG/ CMD of Agency for facilitating final decision in the matter.

## 21. Amendment

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 DG, ESIC and DG/ CMD of Agency. Each party shall give due consideration to any proposal for amendment / modification made by other party with proper reasoning thereof.

## 22. Termination

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

### 22.2 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 Agency and due payment of the contractor, if any, shall be released after the completion of whole of the works after due adjustment.

For and on behalf of Agency

Signature

Name

Designation

For and on behalf of ESIC

Signature

Name

Designation

Witness 1

Signature

Name

Designation

Witness 2

Signature

Name

Designation

Date:

Place:

**Undertaking by the Bidder**

1. I/ We undertake that either I/We have ESIC and EPFO registration and valid electrical contractor license/ registration certificate or if I/ We award work to subcontractor I/We will ensure that subcontractor is having the same.
2. I/ We have read all the Terms and Conditions of the Notice Inviting Expression of Interest.
3. I/ We have not been black listed by any of the Government Agencies or by the Court.
4. I/ We have not been terminated by ESIC Regional Office – Delhi for any work in the last 3 years.
5. I/We undertake that GFR/CVC Guideline will be complied and work will be carried out as per CPWD norms / specification.
6. I/We confirm that MOU as per the Performa attached with the EOI will be signed with ESIC.

Date: -

**OFFICE SEAL**

**(Signature of Bidder)**

**Designation of the Authorized Signatory**

Agency Charge Quotation Sheet

**Name of Work: Comprehensive Annual Repairs and Maintenance & Operations (ARMO) of ESIC Regional, New Delhi campus along with attached Dispensaries, Offices and Staff quarters in NCT of Delhi along with provision of Special Repair Work of same on as and when required basis.**

**Name of Agency:** \_\_\_\_\_

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

**Note:**

- Above Quoted Agency Charge (%) is exclusive of GST.**
- Agency Charge Quotation Sheet has to be physically filled and then scanned copy of the same has to be submitted in CPP Portal.**
- Agency Quoted Charges will be paid on Actual cost of work done.**

OFFICE SEAL

(Signature of Bidder)

Designation of the Authorized Signatory



## Technical Data Sheet

S.No.	Description	To be filled by Agency
1	Name of Work	Comprehensive Annual Repairs and Maintenance & Operations (ARMO) of ESIC Regional, New Delhi campus along with attached Dispensaries, Offices and Staff quarters in NCT of Delhi along with provision of Special Repair Work of same on as and when required basis.
2	Name, Designation, Qualification of Nodal Officer	
3	Name, Designation, Qualification of Electrical Engineer	
4	Name, Designation, Qualification of Civil Engineer	
5	Pan Card Number of the Agency	
6	GST Registration No.	

(Signature of Bidder)

Designation of the Authorized Signatory