



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2024/B/5278873 Dated/दिनांक : 12-08-2024

## Bid Document/ बिड दस्तावेज़

Bid Details/बिङ विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-09-2024 17:00:00	
	02-09-2024 17:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-09-2024 17:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Labour And Employment	
Department Name/विभाग का नाम	Na	
Organisation Name/संगठन का नाम	Employees State Insurance Corporation (esic)	
Office Name/कार्यालय का नाम	Esic Hospital Bibvewadi, Pune	
ltem Category/मद केटेगरी	Customized AMC/CMC for Pre-owned Products - AMC work of Laundry equipment at ESIC Hospital Bibvewadi Pune Maharashtra; BTC; Annual Maintenance Contract (AMC); Quarterly; No	
Contract Period/अनुबंध अवधि	2 Year(s)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	2 Lakh (s)	
Years of Past Experience Required for same/similar service/उर्न्ही/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)	
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes	
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छ्ट/	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छ्ट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छ्ट प्राप्त है	Yes	

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
Estimated Bid Value/अनुमानित बिड मूल्य	600000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	15000

### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	26

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए बिनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

### Beneficiary/लाभार्थी :

Medical Superintendent

Esic Hospital Bibvewadi, Pune, Employees State Insurance Corporation (ESIC), Ministry of Labour and Employment (Esi Fund Account No. 1)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

### MII Compliance/एमआईआई अनुपालन

Yes

### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Price Break up Details - <u>1723438673.xlsx</u>

Additional Qualification/Data Required/अतिरिक्त योग्यता / आवश्यक डेटा

Please provide list of spares/parts/replacement for AMC services 1723438711.pdf

Scope of Work:<u>1723438727.pdf</u>

Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract:<u>1723438727.pdf</u>

Product/Equipment Details:<u>1723438759.pdf</u>

Financial Breakup Required: 1723438772.pdf

Customized AMC/CMC For Pre-owned Products - AMC Work Of Laundry Equipment At ESIC Hospital Bibvewadi Pune Maharashtra; BTC; Annual Maintenance Contract (AMC); Quarterly; No (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Product category	AMC work of Laundry equipment at ESIC Hospital Bibvewadi Pune Maharashtra	
Product Brand	BTC	
Type of service	Annual Maintenance Contract (AMC)	
Preventive Maintenance Frequency	Quarterly	
Manpower Required	No	
Addon(s)/एडऑन		

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity of product/ equipment	Additional Requirement/अतिरिक्त आवश्यकता
1	Anant Kumar Verma	411037,Sr. No.690 BIBVEWADI, PUNE-411 037	1	<ul> <li>Number of months within the contract period for which service is required : 24</li> </ul>

# Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

### 3. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

### 4. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.

- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditons stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश को बिडर हम वात्र देश के बिडर से खरीद वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

### **BID DOCUMENT**

Terms & Conditions for Annual Maintenance Contract of Laundry equipment's at ESIC Hospital Bibvewadi Pune through GeM Portal (customized AMC for pre- owned products).

#### **IMPORTANT INFORMATIONS**

S. No.	Description	Details
1	Name of work	Annual Maintenance Contract of Laundry equipment's at ESIC Hospital Bibvewadi Pune through GeM Portal (customized AMC for pre- owned products).
2	Estimated Cost (in Rs.) per annum	3,00,000/-
3	Performance Security Deposit	5% of contract value
4	Period of work	2 years

### **INSTRUCTIONS TO BIDDERS :-**

 GENERAL: Online Bids are invited by the Medical superintendent ESIC Hospital Bibvewadi, Pune. Through GeM portal under Two bid system from the interested and eligible bidders having minimum Three (3) Years' experience for providing AMC/CAMC works of Laundry & in a Hospital of Govt. of India/ state Govt./ Govt. Undertaking or in the reputed private Hospitals having 50 beds or more.

### **ELIGIBILITY CRITERIA:-**

S	PARTICULARS	
No.		
1	The firm having the Registration Certificate of Firm / Agency / Organization as partnership/ proprietorship/ private limited / limited company.	
2	The firm having the Valid GST registration certificate	
3	The firm having the Permanent Account Number (PAN) allotted by income Tax Department	
4	The firm having the Valid Registration with ESIC & EPFO authority	
5	Office of bidder must be in state of Maharashtra – Documentary evidence.	
6	Bidder/ service provider must have an Average Annual turnover of Rs. 2,00,000/- (Rs. Two Lakh only) during Financial year 2020-21, 2021-22 & 2022-23. The firm shall submit the CA certified turnover certificate or audited balance sheet and Profit & Loss Account for the Financial Years 2020-21, 2021-22 & 2022-23 (i.e. Assessment years 2020-21, 2021-22 & 2022-23)	
7	Bidder/ service provider should have minimum Three years' experience during the period from 01-04- 2019 to 31-03-2024 of providing similar AMC/CAMC services in a Hospital of Govt. of India/ state Govt./ Govt. Undertaking or in the reputed Pvt Hospitals having 50 beds or more. Copies of work orders regarding minimum three years' experience during the last five (5) years period from 01.04.2019 to 31.03.2024	
8	The bidder firm should not have been indicted for any criminal, fraudulent or anti-competition activity and not been blacklisted by any Govt. department during last three years.	

Only those agencies which fulfil the above mentioned minimum eligibility criteria need to submit their bids through GeM portal

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#### SCOPE OF WORK:-

The AMC agency will provide preventive Maintenance services (at least 4 (four) Preventive Maintenance Service visit (once in 3 months) in a year) as well as breakdown calls. The service provider will ensure that the machines/equipment's (Laundry) should be functional properly entire contract period.

The service provider will maintain the proper functioning in good working condition entire the contract period of all following equipments of Laundry. The service provider will be submitted the calibration reports (Washing Machines/extractor, Dryer & Ironing roller), once in six months or as and when required and cost of the same will be borne by the service provider. The AMC agency will provide following work during preventive Maintenance (PM) Work.

#### Preventive maintenance services & repairing:-

- 1. The break down calls, should be attended not later than 2 hours from the time of complainant lodged by the complainant either telephonic or by e-mail or otherwise.
- 2. The contract includes **Preventive maintenance should be done 4 times a year by qualified service engineer i.e. each/every quarter** For quarterly preventive maintenance as mentioned in the service manual of manufacturer/ installer apart from attending any number of breaks down call, as and when required.
- 3. All type of spares and accessories should be available with the vendor for repairs of Laundry machines/equipment. Only original manufacturer equipment spares or in case of unavailability of the same, reputed brands spares should be used for repair or replacement with prior approval of the Hospital authorities. The spares used should be of industry standard and should be of excellent quality. The firm shall have to submit report every time any spares are used, along with its warranty (if so applicable). Above mentioned AMC charge includes the Labour Charges and the cost of spare parts including taxes therein will be paid additionally by ESIC Hospital, Bibvewadi, Pune whenever required.

The price/rate list of spare parts must be provided along with the bid by the bidder. The bidder must provide the discount/rebate @ 10% on M.R.P. The bill for spare parts will be accepted for payment only after production of the original invoices along with bill. In case invoice is lesser than the M.R.P. (after 10% discount/rebate), then ESIC will pay the rate as per claimed invoices.

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#### The AMC agency will provide following work during Preventive Maintenance

#### Washer Extractor of 30 Kg capacity BTC make:-

- To check the electric panel wiring, display of controlling panel & all spare parts assembled in panel.
- To check and submission of calibration reports of Washer Extractor of the equipments.
- To check water flow in pipe regularly, weather it is working normal & also check the leakages in water pipes etc.
- To check vibration and noise level of Washer Extractor.
- To check all pipe line and its connector & union nuts etc.
- To check all valve gaskets, Teflon tape, Main door Gasket etc.
- To do oiling, greasing packing of all doors of Washer Extractor.
- To check all functioning condition of door sensor etc.
- To check safety valve pressure & Temperature of the machines/equipments.
- To check Heater connection & functionality of Heater coil
- To check motor terminal connection & its wiring.
- To check automatic timer control of this device
- To check functionality of hydraulic shock absorber of Washer Extractor.
- To check functionality of emergency push button.
- To check water/vapour leakage. etc.
- To check functionality of running belt and do the setting of running belt of Washer Extractor.

#### Tumbler Dryer of 30 Kg capacity (BTC make):-

- To check the electric panel wiring and all spare parts assembled in panels.
- To check all valve gaskets, Teflon tape, Main door Gasket etc.
- To check door tightness & door lock.
- To check functionality of emergency push button.
- To check display of controlling panel
- To check Heater connection & functionality of Heater coil
- To clean the heater coils if required.
- To check motor terminal connection & its wiring.
- To check automatic timer control of this device.
- To check water/vapour leakage. etc.
- To check functionality of running belt and do the setting of running belt of Washer Extractor.
- To check functionality of suction of fabric particles

### Flat work Ironer:-

- To check the electric panel wiring and all spare parts assembled in panel.
- To check all valve gaskets, Teflon tape, Main door Gasket.
- To check functionality of emergency push button.
- To check display of controlling panel.
- To check Heater connection & functionality of Heater coil.
- To check motor terminal connection & its wiring.
- To check automatic timer & speed control device.
- To check functionality of rolling bed
- To check functionality of running belt

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#### Air Compressor (SUBHASH Make):-

- To check the electric connections of Motor terminal, wiring and all spare parts.
- To check the proper functioning of Air compressor.

All Repairs should be done in the hospital premises, as far as possible. If it is necessary to take to equipment's to the work-shop proper written permission or gate pass should be obtained from competent Authority. The equipment/ instrument shall be returned under all cases within a week of its removal from the hospital premises, otherwise it is the responsibility of the agency / firm to provide an alternative arrangement at their cost.

Services or replacement of the spare part will be inspected by the user department or by the inspecting Officer nominated by Medical Superintendent. If any imperfection or deficiency found in services, the contract will be terminated and PBG will be forfeited, the decision of the medical superintendent will be final and legally binding. Same way, the replaced part found faulty and substandard quality, the contractor has to replace it as per requirement of the hospital without any extra cost.

#### Complete List of Laundry equipments is attached as "Annexure - A"

#### **TENDER EVALUATION:-**

Tenders evaluation will be done in two stages

- 1. Technical bid and
- 2. Price bid

### TECHNICAL BID (ONLINE):-

Compulsory scanned copy of following documents to be uploaded along with technical part of bid. All the documents should be signed and stamped by the bidders.

S No.	PARTICULARS			
1	Proof of Registration Certificate of Firm/ Agency / Organization as partnership/ proprietorship/ private limited/limited company.			
2	Proof of Valid GST registration certificate			
3	Permanent Account Number (PAN) allotted by income Tax Department			
4	Proof of Valid Registration with ESIC & EPFO authority			
5	Office of bidder must be in state of Maharashtra – Documentary evidence (certificate of shop & Establishment Act Registration of office in Maharashtra) must be provided. If not, than undertaking (on letter head) for setting up the office within 30 days from the date of award of work and payment will be released only after setting up the office in the city of Pune.			
6	CA certified turnover certificate or audited balance sheet and Profit & Loss Account for the Finance Years 2021-22, 2022-23 & 2023-2023 (i.e. Assessment years 2021-22, 2022-2023 & 2023-24)			
7	Bidder/ service provider should have minimum Three years' experience during the period from 01 04-2019 to 31-03-2024 of providing similar AMC services in a Hospital of Govt. of India/ state Govt. Govt. Undertaking or in the reputed Pvt Hospitals having 50 beds or more. Copies of work orders regarding minimum three years' experience during the last five (5) years period from 01.04.2019 to 31.03.2024 (i.e. financial year 2019-20, 2020-21, 2021-22, 2022-23, 2023 2024).			
	<u>Note:-</u> Copies of work order of COMPLETED WORK AS PER ELIGIBILITY CRITERIA and a certificate of satisfactory work completion certificate from such clients (copy of work orders & Satisfactory work completion certificate mentioning therein the period of contract & Value of Completed work). The experience certificate will provide as per ANNEXURE- C.			
8	Bidder/ service provider must have an Average Annual turnover of Rs. 2,00,000/- (Rs. Two Laki			

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	only) during Financial year 2021-22, 2022-23, & 2023-2024.
9.	Declaration on letter head of bidder duly filled, signed & stamped by Authorized signatory of Bidder that The bidder firm should not have been indicted for any criminal, fraudulent or anti-competition activity and not been blacklisted by any Govt. department during last three years.
10	Bidders profile on letter head of bidder duly filled signed & stamped by Authorized signatory of bidder as per attached annexure D. (On Non-Judicial stamp paper of Rs. 100)
11	An EMD of Rs. 15,000/- is to be submitted by the bidder in the favour of ESI Fund Account No1 payable at Pune. Exemption in bid is permissible for MSME firms registered under relevant category of service as per the policy of the GeM. Bidders seeking exemption in EMD should submit Bid securing declaration on Non-Judicial stamp paper of Rs, 100 as per the rule 170 of GFR 2017
12	The price/rate list of spare parts must be provided by the bidder along with the technical bid.

Please Note that tender shall be liable to be rejected if legible scanned copies of documents listed above are not uploaded in Technical Bid.

### **Evaluation of Technical bids:**

Online Technical bid of the bidders will be opened on Gem Portal & Technical bid shall be referred to Technical Evaluation Committee for technical evaluation.

The Technical Evaluation Committee constituted by the Medical superintendent will technically evaluate the bid submitted by bidders on the technical parameter given in GeM bid. Online Price Bid will be opened on Gem portal of technically qualified bidders.

#### Price Bid:-

Quoted price for AMC includes the GST on AMC charges along with other applicable taxes, if any. Breakup sheet should be uploaded indicating separate yearly AMC cost of Laundry equipment's.

(Annexure B, Breakup of yearly quoted AMC charges should be uploaded with duly signed and stamped in the price bid). It should not be submitted with technical part of bid.

#### **TERMS AND CONDITIONS:-**

#### **GENERAL CONDITIONS**

- 1. Medical Superintendent, ESIC Hospital Bibvewadi Pune reserves the right to accept or reject any or all tenders at any time without assigning any reason thereof.
- 2. Medical superintendent, ESIC Hospital Bibvewadi Pune reserves the right to verify all the original documents related to this tender at any time.
- Medical Superintendent, ESIC Hospital Bibvewadi Pune reserves the right to testing of any or all of the materials supplied by the tenderer (s) to be done by any Government or Government approved centre/agencies. The report of the Govt. or Government approved laboratory shall be accepted by the service provider.
- 4. The contract period will be for Two (2) years (extendable on satisfactory performance with mutual consent) unless it is curtailed or terminated by ESIC owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the requirements of work or recruitment/ posting of regular employees whichever is earlier.
- 5. Service provider will maintain sufficient stock of the spare parts/ tools/ other miscellaneous items required for the services at all time to avoid inconvenience to the ESIC beneficiaries. The bidder has to submit the list of the stock items to the ESIC within 7 days after signing or award the contract and the

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successful bidder will maintain the stock register and will submit for verifications on weekly basis to user department. In case the ordered spares/other parts as required are not readily available, the onus to provide the same from any other source shall wholly lie with the service provider and it should be ensured that in any case down time of equipment should not be more than 5%.

- 6. <u>Risk purchase:-</u> In case of failure to provide services as per requisition/purchase order/specifications of item or failure to turn up to collect the orders from the Hospital, it shall be treated as 'non- compliance', 'breach of contract' and the order in part shall be arranged from alternative source(s) at the discretion of the Hospital authority and the difference in prices will be recovered from the service provider by way of his subsequent/pending bills or by forfeiting the Security Deposit. If such event occurs repeatedly 5 times then their contract shall be terminated.
- 7. Every breakdown shall be necessarily resolved immediately whenever urgently required and within 24 hours in other cases. Only in exceptional cases and only after prior intimation and approval of the competent authority, shall the bidder be granted time longer than24 hours. In case of non-resolution within the above mentioned time, ESIC Hospital Bibvewadi Pune shall levy a penalty of not less than 0.5% of total money payable of AMC charges for every occasion, applicable for delay of each 24 hours from the day of, Break-down of the services & maximum penalty up to 10% of AMC charges. The same shall be recovered from the service provider's bill/performance guarantee and contract may be terminated.
- 8. The premises/shop/company of the bidder can be inspected by a team of officers nominated by The Medical Superintendent, ESIC Hospital Bibvewadi Pune for physical verification & Verification of Original Documents at any time during the whole tendering process as well as during the whole period of contract. In case the team is not satisfied with the veracity of the claim of the bidder and if it is found that statutory requirements are not complied with, the contract may be cancelled even after the award of the contract. The decision of the ESIC Hospital Bibvewadi Pune shall be final in this regard.
- 9. The selected tenderer should sign an agreement with the Medical superintendent, ESIC Hospital, Bibvewadi; Pune on a non-judicial stamp paper of Rs. 500/- Cost of the stamp paper is to be borne by the tenderer.
- In case, any of such documents furnished by bidder is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract and PBG will be forfeited.
- 11. Service Provider should provide escalation matrix for registration of complaint for breakdown of equipment and the service provider shall be contactable at all times through over phone/Mail. The service Provider shall strictly observe the instructions issued by this Hospital in implementing the Contract from time to time.
- 12. <u>Corrupt or fraudulent practices:</u> ESIC Hospital Bibvewadi Pune requires that the Hospital as well bidder/contractors under this contract observe the highest standard of ethics during re-execution of such contracts. In pursuit of this policy, Defines, for the purposes of this provision, the terms set forth below as follows:
  - "Corrupt Practice" means the offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the action of public official in the procurement process or in contract execution.
  - "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence the procurement process or the execution of a contract.
  - "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, noncompetitive levels;

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- "Coercive practices" means harming or threatening to harm, directly or indirectly, a person or their property to influence their participation in the procurement process or affix to execution of a contract.
- The Medical superintendent ESIC Hospital Bibvewadi Pune will reject a proposal for award, if it
  determines that the bidder recommended for award has engaged in corrupt or fraudulent
  practices in competing for the contract in question. It will declare a supplier ineligible either
  indefinitely or for stated period of time or award of the ESIC/ESIS contract if at any time it
  determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in
  executing an ESIC/ESIS contract.
- 13. The agency on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for any act of commission or omission on the part of its staff or its employees etc. If this office suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the agency, then the agency shall be liable to reimburse the pecuniary value of the loss, as decided by to this Hospital' The agency shall keep this Hospital fully indemnified against any such loss or damage.
- 14. The successful bidder shall furnish a Performance Security Deposit equivalent of 5.00 % of the contract amount in the form of a Demand Draft / Banker's Cheque/Bank PBG of any nationalized bank drawn in favour of FUND A/C NO 1 payable at Pune within 15 days from the date of award of contract.
- 15. The performance security deposit will be forfeited in the event of violation of any of the above mentioned terms and conditions or noncompliance of the terms of agreement by the service provider.
- 16. The performance security deposit shall be returned after two months (without any interest) of the expiry of contract &completion of contractual obligations. In case contract period is extended further, the validity of Performance Security shall stand automatically extended.
- 17. The successful bidder will enter into an agreement with this Hospital for providing AMC Services on these terms and conditions. The contract will be valid for a period one year (extendable upon satisfactory performance and mutual consent) commencing from the date of signing of the agreement and shall continue to be in force in the same manner, unless terminated in writing.
- 18. The Charges quoted by the bidder shall be fixed for a period of one Year as quoted by the bidder and no request for any change/modification shall be entertained. The contract/agreement is extendable for further period subject to satisfactory performance of the agency and such amendments as mutually agreed to.
- 19. On the expiry of the agreement as mentioned above, the agency will clear their accounts by paying them all their legal dues. In case of any dispute of account of termination of employment or non-employment by the personnel of the agency, it shall entirely be the responsibility of the agency / service provider to pay and settle the same

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#### Payment Procedure:

- 1. The Billing cycle will be quarterly basis after satisfactorily completion of AMC services work. The bill (Triplicate copies) is to be submitted by 7<sup>th</sup> of succeeding quarter. Triplicate bills duly, pre-receipted on appropriate revenue stamp affixed to be submitted in the name of the Medical superintendent along with all preventive maintenance reports, leak test report of the Laundry machines/equipment's or any other services report and breakdown calls report signed by concerned Head of Department or any officer deputed by Medical superintendent, in this regard. The quarterly comprehensive service report should be submitted in printed format, duly signed and stamped by the representative of the firm and countersigned by the concerned Head of Department of the Hospital.
- 2. The bill should be in printed form having printed bill number, sign and stamp, GST/CST/TIN Number as well as other statutory compliance numbers. (Whichever is applicable).
- 3. In case, if replacement of spare parts, service provider must be ensure that delivery challans is submitted to the Hospital and payments will be made only after the receipt of the satisfactory reports from the user department. No advance payment will be made. The payments of the bills (complete in all respect) will normally be arranged in 4 to 6 weeks from the date of presentations. However, no claim shall be made by the contractor against the ESIC Hospital Bibvewadi Pune in respect of interest or damage in case the payment is delayed for any reason. Bill must be submitted with following documents:
  - a) Copy of challans GST and other statutory dues for the previous month deposited with concern department.
  - b) Undertaking that all statutory Labour laws including Minimum wages Act is being compiled with.
  - c) For AMC bill, the service report duly signed by user department and technicians of the service provider.
  - d) Service provider must ensure that delivery challans is submitted to the Hospital along with the supplies. The number and date of delivery challans must be indicated in the quarterly bill.

Payments to the service provider would be strictly on verification of the AMC service report as per the bill submitted by the service provider.

- The service provider Agency will be responsible for compliance of GST for ESIC as well as his own share.
- 5. GST shall be charged at actual which is applicable as per Govt. norms and may be revised as per Govt. directives from time to time.

Payments to the service provider would be strictly on verification of the AMC service report as per the bill submitted by the service provider.

6. Applicable taxes will be deducted at source, at the time of settlement of bills, TDS certificate will be issued by this Hospital.

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#### **LEGAL CONDITIONS:-**

- 1. The Service Provider/ Agency shall be responsible for compliance of all applicable Statutory Law/provisions including Minimum wages Act, Provident Fund Act, Employees State Insurance Act, Payment of wages Act, Shop & Establishment Act, etc. in respect of the persons deployed by it in this Hospital. The service provider should indemnify ESIC against all claims, damages or compensation. Under the provision of payment of wages Act 1936, minimum wages Act 1948. Employer's Liability Act 1938, workman compensation Act 1923/ Employees compensation Act, industrial Disputes Act, Maternity Benefit Act 1961, Payment of Bonus Act, Bombay shop & Establishment Act or any Modification there of or any other law relating thereto and the rules made there under from time to time.
- 2. The service Provider/ Agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the ESIC Hospital Bibvewadi, Pune to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- The service Provider/Agency shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand, to the concerned authority of this Hospital or any other authority under law.
  - 4. The service provider/ Agency shall not assign, transfer, pledge or subcontract the performance or services' and same is prohibited and is liable to result in termination of the contract.
  - 5. In case the Agency/ service Provider fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the Hospital is put to any loss/ obligation, monetary or otherwise the Hospital will be entitled to get itself reimbursed out of the outstanding bills or the performance security Deposit of the Agency/ service provider, to the extent of the loss or obligation in monetary terms.
  - 6. The service provider's personnel shall not claim any benefit/compensation/ regularization or services from this Hospital under the provision of Industrial Dispute Act, TG47 or contract Labour (Regulation & Abolition) Act 1970, Undertaking from the persons to this effect shall be required to be submitted by the service provider to this hospital.
  - 7. In case of breach of any terms & conditions stipulated in the contract, the performance security deposit of the Agency/ service provider will be liable to be forfeited by this Hospital besides annulment of the contract & service Provider/contractor will be suspended for the period of three years from being eligible to submit the bids/ proposal for contracts with ESIC Hospital Bibvewadi, Pune.
  - 8. Force Majeure: If at any time, during the applicability of Terms and conditions of Tender, the bidder fails to discharge its obligation due to force majeure (natural disaster or act of God etc.) he will promptly notify the MEDICAL SUPERINTENDENT, ESIC Hospital Bibvewadi Pune or its representative about the happening of such an event, The Medical Superintendent, ESIC Hospital Bibvewadi Pune, Pune or its representative is solely entitled to terminate the order/contract in respect of such performance of the bidder(s) obligations, if he/she so desires. The obligations under the contract on the behalf of bidder for the contract shall be resumed, as soon as practicable, after the event has come to an end or ceased to exist.
  - 9. EXCLUSIVE RIGHT OF MEDICAL SUPERINTENDENT :- ESIC Hospital Bibvewadi Pune has the full and exclusive right to enhance or reduce the quantity or to decide not to purchase any tendered items, to accept any tender in full or in part, to place order on one or more firms, to reject any or all the tenders without assigning any reasons thereof. No enquiries, verbal or written shall be entertained in respect of acceptance/ rejection of the tender.

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1. It is mutually agreed that all differences and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions and negotiations, if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the Sole Arbitrator appointed by the Medical Superintendent, ESIC Hospital, Bibvewadi, Pune whose decision shall be final and binding on both the parties. All the disputes relating to this tender inquiry and Contract shall be subject to the territorial jurisdiction of Courts at Pune only.

### **TERMINATION OF AGREEMENT:-**

- The agreement can be terminated by either party giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreements then Bill amount and any suitable amount due to the agency / service provider shall be forfeited by this Hospital.
  - 2. Medical Superintendent ESIC Hospital Bibvewadi, Pune reserve the right for termination of the contract at any time by giving 15 days written notice, if the services are found unsatisfactory and also has the right to award the contract to next lowest bidder at the cost, risk and responsibilities of Contract/ Agency and excess expenditure incurred on account of this will be recovered by the Hospital, from the Service provider's/ Agency's Security Deposit or pending bill or by raising separate claim.
- 3. In the event of termination of this agreement for any reason whatsoever, the contractor/or persons employed by him shall not be entitled for any sum or sums whatsoever from the Hospital by way of compensation, damages or otherwise.
  - The MEDICAL SUPERINTENDENT OF ESIC Hospital Bibvewadi Pune may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the contract in whole or part.

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### Details of Laundry Machines/equipment's

The list of equipment covered under AMC of Laundry machines/equipment's are as under:-

(	A) AMO	for Laundry machines/equipment as mentioned below:
	1.	Two nos. electrical based washer extractor of 30 kg. Capacity (BTC make) including other accessories.
	2.	One nos. electrical based tumbler dryer of 30 kg. Capacity (BTC make) including other accessories.
	3.	One nos. electrical based flat work ironer (BTC make) including other accessories.
	4.	Two nos. electrical press (BTC Make) including other accessories.
	5.	One nos. air compressor (SUBHASH Make) including other accessories.
	6.	One number of resin tank / resin cylinders including other accessories.
	7.	One number water motor / pump.

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### ANNEXURE B

PRICE	BID D	ETAILS
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S. No.	Particulars	Basic Quoted price for CAMC	GST	Total Charges		
	Huchal Islen 778, 95	A	В	(A+B) In figure	(A+B) In word	
1	AMC Charges for 1 <sup>st</sup> year	equal at 00 to sey 6	Solutions June	namer asomicarios. Orie mos, electrical i		
2	AMC Charges for 2 <sup>nd</sup> year	Chill (Malent OTH) and a	i know self toos	one de la participation de la construcción de la co		
	Total		SHEET 1181-225	G-SALEARD 2010 (PSE)		

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### Annexure C

### **PAST & PRESENT EXPERIENCE (FORMAT-D)**

Name of the Organisation / Corporations / Departments where the vendor has past experience of Laundry equipments Services along with Name, Designation & Contact details of the key person of those organisations

Sl. No.	Name of the organization & Location of work	Duration of Contract Served	Start date of Contract	End date of Contract	No of beds of the Hospital	Contract Value / Amount (Rs)	Name & number of Key person of the Organization	Remarks, if any
1	No. 1999 State	0-25 7 95	1999 191	1000	0.00		Organization	
2		3.44.5			6			
3		*			1. A.	1000		
						1000		

Note:-Bidder has to furnish the following documents in support of above furnished details:

a. Self-attested copy of work order/Contract,

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b. Completion/ performance certificate.

#### Seal & Signature of the Bidder

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#### UNDERTAKING

#### (To be submitted on Rs. 100/- non judicial stamp paper)

#### I/We undertake as under:

- 1. That I/we, the undersigned hereby certify that I/we have gone through the terms & conditions mentioned in the tender document carefully and have understood the same. I/We undertake to comply with/abide by them unconditionally.
- That the rates quoted by me/us are valid and biding upon me/us for the entire period of the 2 contract and extended period, if any.
- That there is no vigilance/CBI Case/Court Case pending against my/our company/firm/Agency in 3. India or abroad.
- That the company/firm/Agency has never been indicted/debarred for any criminal, fraudulent or 4. anti competition activity and has never been black-listed or debarred or both ever by any department/Ministry of Govt. of India or any other body in India or abroad.
- 5. That my/our company/firm/Agency is in compliance with all the statutory obligations under the all State and Central Acts applicable to my/our company/firm/Agency and that I/We will keep complying with all the present and future statutory obligations under all Central and Sates Act.
- 6. That my/our company/firm/Agency has all statutory registrations/licenses for execution of the work of annual maintenance of Laundry and its equipment.
- That my/our company/firm/Agency has executed all its contracts satisfactorily during the past 7. three years and its contracts have neither been terminated nor any extension of its contracts been denied by any Central Govt./State Govt./PSU on the grounds of unsatisfactory performance.
- That rates queted/offered by me/us in FINANCIAL BID are not higher than those quoted for any other department or hospital in India.
- That on inspection, if any article or service is found not as per order, it shall be replaced by me 9. immediately as soon as possible to prevent any inconvenience to the Hospital at my/our own expense.
- 10. That I/we am/are bound to ensure uninterrupted operation and maintenance of annual comprehensive maintenance of central sterilized supply department and its equipment in the Hospital in any circumstances, else alternate arrangement will be made by me/us at my/our own risk, expense and cost.
- 11. I hereby under take that I have made arrangements for getting the store from OEM. I will provide necessary chain documents to prove that the supplied goods are genuine and are being sourced from the OEM. In case of any complaint from the Buyer / consignee about genuineness of the supplied products, I shall be responsible for providing genuine replacement supplies.

Signature of Owner/Managing Partner/Director

Place:

Full Name

Seal:

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#### **Bid Securing Declaration**

Date: .....

То: .....

Tender/GeM Bid number: .....

I/We, ..... understand that, according to bid conditions, Bids must be supported by a Bid-Securing Declaration.

I/We the Bidder hereby declare that, if we are in breach of any of our obligation(s) under the bidding conditions as brought out below, our bids for any package whose originally scheduled date of bid opening/actual date of bid opening (First Envelope or Second Envelope) falls within 1 year reckoned from the date of issuance of communication to this effect by the Employer, shall be considered non-responsive:

- a. If we withdraw our bid during the period of bid validity specified by us in the Bid Form; or
- b. In case we do not withdraw the deviations proposed by us, if any, at the cost of withdrawal stated by us in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by us in Attachment Declaration of the Bid; or
- c. In the event of us being a successful Bidder, if we fail within the specified time limit
  - i. To sign the Contract Agreement, or
  - ii. To furnish the required performance security.

Name of the Bidder ...... Name of the person duly authorized to sign the Bid on behalf of the Bidder ...... Title of the person signing the Bid ...... Signature of the person named above ....

Date:

Name :

Place :

Designation :

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