



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



क्षेत्रीय कार्यालय, 107, राम नगर रोड, कोटा, रायपुर
(छत्तीसगढ़) - 492010
REGIONAL OFFICE, 107, RAM NAGAR
ROAD, KOTA,
RAIPUR (CHHATTISGARH)-492010
Phone: 0771-2254589, email: rd-cgarh@esic.nic.in
Website: www.esic.nic.in / www.esic.in

**e - TENDER
FOR
"SPECIAL REPAIR (CIVIL & ELECTRICAL)"
TO ESI DISPENSARY/STAFF QTRS AT RAIGARH (CG)**

BID DOCUMENT

Issued by:-

**Sd/-
(Regional Director)**

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

Tender No: CG59/W/17/15/2023-SR-Raigarh

Date: 05/11/2024

[SECTION-1]

NOTICE INVITING TENDER

Employees' State Insurance Corporation (ESIC) is an Autonomous Body invites online bid offer for Centage Charges on percentage basis from eligible Central / State/Public Sector Undertaking (PSU) / Autonomous Bodies for taking up the **Special Repair and Maintenance of Residential and Non-Residential Building (civil) at ESI Dispensary Raigarh, Chhattisgarh** on deposit mode of work execution basis.

1. Details are given below:

Tender No-	CG59/W/17/15/2023-SR-Raigarh
Name of the Work	Special Repair and maintenance of residential and nonresidential building (civil) at ESI Dispensary Raigarh, Chhattisgarh
Client / Owner	EMPLOYEES STATE INSURANCE CORPORATION
Budget amount for the above SR works	Rs. 2.0 Crore
Earnest Money deposit	--
Date of Tender Document available to parties to download	06-11-2024/17:00 hrs
Starting date of e-tender for submission of online Techno Commercial Bid and Price Bid	06-11-2024/17:00 hrs
Pre-Bid meeting	26-11-2024 at 15:00 hrs

Closing date of online e-tender for submission of Technical bid and Price	27-11-2024 at 17:00 Hrs
Date and time of opening of Technical Bid	28-11-2024 at 17:00 Hrs
Date and Time of opening of Price Bid	After finalization technical bid
Contract Period/work completion period	12 month
Validity of Offer	90 days after the last date fixed for submission of bid including the extension (s) given, if any

Details of estimate for ESI Dispensary Raigarh, Chhattisgarh:-

Sl. No.	Name of the Site	Estimated Amount
1	Special Repair and maintenance of residential and nonresidential building (civil) at ESI Dispensary Raigarh, Chhattisgarh	Rs. 2.0 Crore

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

Note: 1. wherever the word "ESIC" is mentioned it refers to ESIC Regional Office, Raipur.

- The intending bidder(s) must read the terms and conditions carefully. They should only submit their bid if eligible and in possession of all the documents required.
- Information and instructions for bidders available in document shall form part of agreement.
- The bid document consisting of instructions to bidders, scope of work and other conditions to be complied are available at the website <https://eprocure.gov.in/eprocure/app>.
- Construction Agency must ensure to quote rate in percentage only in appropriate column up to 2 (two) Decimals and these decimals should be greater than zero.
- Notwithstanding anything stated above, ESIC reserves the right to assess the capabilities and capacity of the bidders to perform the contract in the overall interest of ESIC.
- The bidder(s) / are required to quote strictly as per the terms and conditions, specifications, standards given in the bid documents and not to stipulate any deviations.
- The bidder(s), if required, may visit the said office during the office hours on working days.
- ESIC reserves the right to reject any or all tenders or cancel / withdraw the invitation for Bids without assigning any reason whatsoever and in such case no bidder / intending Construction Agency shall have any claim arising out of such action.

10. Set of Bid Documents:

The following documents will constitute set of tender documents:

SECTION-1	Notice Inviting Bid
SECTION-2	Instructions to Construction Agency
SECTION3	Qualifying Criteria
SECTION-4	Financial Proposal

11. Bidding Process

Bidding process consists of two stages i.e. Stage — I and Stage — II.

In Stage — I, bidders are required to upload documents pertaining to Qualifying Criteria as mentioned in Section — 3 along with their bid. Technical Bid is opened first and bids are evaluated based on documents uploaded by the respective bidders for Qualifying Criteria. Only uploaded documents along with the Bid is considered for evaluation of Technical Bids. In Stage — II, financial bids of qualified bidders, who meet the qualifying criteria as mentioned in Section — 3, are opened on the prescribed date and time in the presence of representatives of bidders.

L —1 Construction Agency whose Centage Charges are found lowest shall be considered for award of work as per due process.

12. Mode of Submission

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

A. Letter of acceptance of terms and conditions of bidding document in the prescribed format as per Annexure — I and undertaking as per format given in Annexure — II.

b. Certificates of works experience and other documents for annual turnover and other documents of PSU for undertaking works required to establish fulfillment of qualifying criteria

C. Bid Documents downloaded from website to be signed on each page by authorized representative along with Financial Bid / Proposals (Section — 4) quoted with Centage Charges shall be uploaded.

*Note: ESIC Regional Office, Raipur Authorities to amend the condition depending upon the CPP portal requirement.

D. Authority letter issued by the Competent+ Authority i.e. CMD / MD / Chairman for signing the bid document.

13. Financial Bid of qualified bidders shall then be opened after finalization of technical bid as per approval of Regional Director. The bid for the works shall remain open for acceptance for a period of 90 days from the last date of submission of bid including the extension given, if any. In case any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the ESIC, ESIC shall, without prejudice to any other right or remedy, be at liberty to debar them from participation. Further, they shall also not be allowed to participate in the re-bidding, if any.
14. The acceptance of any or all bid(s) will rest with the ESIC who does not bind itself to accept the lowest bid and / or reserves to itself the right to reject any or all of the bids received without assigning any reason thereof.
15. Date of Start of work shall be reckoned from details in award letter or handing over of site whichever is later. Signing of Contract Agreement and submission of valid Performance Bank Guarantee shall be followed with.
16. The Award of work, Execution and Completion of work shall be governed by documents consisting of (but not limited to) Letter of Award / Work Order, Bid, MoU and Bid Document. The bidders shall be deemed to have gone through the various conditions while making / preparing their proposal & submitting the Bid.
17. In case, any misrepresentation / falsification is noticed in copies of documents submitted, then the bid submitted shall become invalid. ESIC shall, without prejudice to any other right or remedy, be at liberty to disallow the agency from future participation.

Sd/-
(Regional Director)
ESIC Regional Office, Raipur.

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

SUBMISSION OF BIDS

1. Bidder should log 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 for a tender or the relevant contact person indicated in the tender.

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

INSTRUCTIONS TO CONSTRUCTION AGENCY

1. INTRODUCTION

1.1 The Central/ State Govt. Organization / Public Sector Undertaking (PSU's) are only eligible to participate in the Bid.

1.2 Construction Agencies are invited to submit a financial bid along with documents pertaining to qualifying criteria. The bid will be the basis of technical discussions / negotiations, if required and ultimately for a signed Contract/MoU with the selected Construction Agencies on deposit mode of work execution basis.

1.3 Construction Agencies should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain firsthand information on the assignment and local conditions, Construction Agencies may visit the site before submitting a proposal. Construction Agency or his authorized representative should contact the following regarding site specific information and site visit enquiry, if required.

Contact: RD/Engineer (i/c)

Address: ESIC Regional Office, Raipur.

Phone: 07712254589

E-Mail: rd-cgarh@esic.nic.in

1.4 (a) The ESIC will provide all the available inputs to the Construction agencies. However, ESIC does not assume any responsibility for any loss or financial damages on account of use of such information by Construction agencies. Construction Agencies are advised to collect at their own information for preparation, submission of bids & execution of services before award of work.

(b) The Construction Agencies shall be responsible for obtaining licenses and permits to carry out all the works.

1.5 Construction Agencies shall bear all cost associated with the preparing and submission of their proposals and contract negotiation, site visits etc. The ESIC is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to award, without incurring any liability to the Construction Agencies.

1.6 Conflict of Interest

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

1.6.2 (i) Without limitation on the generality of the foregoing, Construction Agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below

Conflicting Relationship

(ii) Construction Agencies (including its Personnel and Sub — contractors) that has a business or family relationship with ESIC staff / Member of the Corporation who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the ESIC throughout the selection process and the execution of the Contract.

1.6.3 Construction Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the ESIC, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Construction Agencies or the termination of its Contract any time throughout currency of the work.

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

1.7 Fraud and Corruption

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

- (a) Defines, for the purpose of this paragraph, the terms set forth below : "Corrupt Practice" means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection process or in contract execution; " Fraudulent Practice" means a willful misrepresentation or omission of facts or submission of fake / forged Documents in order to influence a selection process or the execution of a contract;

"Collusive Practices" means a scheme or arrangement whether formal or informal, between two or more Case with or without the knowledge of the ESIC, designed to establish prices at artificial, noncompetitive levels, submission or non-submission of Bids,

"Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

- (b) ESIC will reject a proposal for award if it determines that the Construction Agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question ; and
- (c) ESIC will take necessary action against the Construction Agency, including declaring the Construction Agency ineligible, either indefinitely or for a stated period of time, for

award of a contract if at any time it is determined that the Construction Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.

1.8 Proposal Validity

The Construction Agencies offer shall remain valid for 90 days after the last date fixed for submission of bid including the extension (s) given, if any.

1.9 Final Decision Making Authority

Regional Director reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

1.10. Brief Description & Scope of work (As per Annexure-III)

- (a) Repair/construction of damaged Boundary wall
- (b) Repairing of Road/paver block.
- (c) Repairing of drainage/toilets etc.
- (d) Water proofing work at Dispensary as required.
- (e) Renovation of Dispensary.

2. CLARIFICATION AND AMENDMENT OF BID DOCUMENTS

2.1 Construction Agencies may request for a clarification in respect of the Bid documents not later than 2 days before the pre-bid meeting date. Any request for clarification must be sent in writing, or by standard electronic means to the ESIC email address i.e.rd-cgarh@esic.nic.in.

2.2 The ESIC will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without disclosing the source of query) to all Construction Agencies. Should the ESIC deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure under Para 2.2.

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

- 2.3 At any time before the submission of bid, ESIC may modify / amend the bid document and extend the last date of submission / opening of the bid by issuing a corrigendum / addendum.

Any Corrigendum / Addendum thus issued shall form part of bid document. To give the construction Agency reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, ESIC may at its discretion, extend the deadline for the submission / opening of the bid.

3. PREPARATION OF BID PROPOSAL

- 3.1 In preparing their offer to bid document, Construction Agencies are expected to examine in detail the bid document. The bid shall contain documents stipulated in the bid document.
- 3.2 The bid proposals, all related correspondence exchanged between the Construction agencies and ESIC and the contract to be signed after award shall be written in the English Language. If required in Hindi/Local languages necessary translations and other requirements of certificated may be done at ESIC Regional Office, Raipur level.

3.3 Documents pertaining to Qualifying Criteria

Bidder shall have to furnish header line in all the relevant document duly signed on each page on the uploaded documents pertaining to "Qualifying Criteria" as mentioned in Section —3 of bid document.

3.4 Financial bid Proposals

Bid document duly signed on each page by person duly authorized along with Financial Bid as per Section — 4 duly quoted shall be uploaded/filled in online (whichever provision provided in CPPP portal) and shall not include any commercial or technical condition / information. Conditional bid shall be rejected summarily.

4. SUBMISSION, RECEIPT AND OPENING OF BIDS

4.1 The original bid including Financial Bid, shall contain non interlineations or overwriting, except as necessary to correct errors made by the Construction Agency. The person who signed tender documents must initial such corrections.

4.2 An authorized representative of the Construction Agencies shall only sign the bid documents. The authorization shall be in the form of a legally enforceable written power of attorney duly authorized as mentioned in clause no. 13(d) of NIT and shall be submitted along with bid.

4.3 The ESIC shall open the bid containing documents pertaining to Qualifying Criteria after the deadline and for verification from the originals if any, the financial bid shall remain securely stored.

5. BID Evaluation

5.1 Evaluation of Qualifying Criteria

Qualifying Criteria shall be examined and evaluated by the Committee duly constituted by competent authority based on documents uploaded on CPPP portal.

5.2 Evaluation of Financial Bid

5.3.1 After the Qualifying Criteria evaluation is completed, the ESIC shall notify in writing to those Construction Agencies who have qualified. Construction Agency's may attend the opening of Financial bid however the same is optional.

5.3.2 The Financial bids of the qualified Construction Agencies shall then be opened as mentioned in the NOTICE. The financial bids shall be examined by a Committee duly constituted by Competent Authority.

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

6. AWARD OF CONTRACT

6.1 The work shall be generally awarded to the L — 1 Construction Agency whose Centage Charges are found lowest as per due process subject to terms and conditions.

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

The successful bidder shall have to execute the Contract Agreement/MoU as per Standard Contract Agreement/ MoU attached with the bid document as Annexure — IV for taking up this project with ESIC.

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

6.2 The successful Construction agency for the purpose of execution of work, progress review and monitoring, shall submit, a detailed work schedule and PERT / CPM indicating completion of all major activities as per the milestones indicated for completion of such activities in the Standard Contract Agreement forming part of Bid Document for consideration and approval by the ESIC. This approved schedule / network shall be pre —requisite for signing of the Contract Agreement and shall form part of the Contract Agreement.

6.3 **Performance Bank Guarantee:** The successful agency shall submit performance guarantee in the form of Bank Guarantee @5% (or as per GFR to be decided by ESIC Regional Office, Raipur) of the budgeted amount and to be kept valid for the duration of the contract period (including extended period) plus 60 days from the date prescribed in the bid or adjustment of expenditure statement for the year of the work awarded, whichever is earlier.

7. CONFIDENTIALITY

Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the Construction Agencies

who submitted the tender or to other persons not officially concerned with the process. The undue use by any Construction Agency of confidential information related to the process may result in the rejection of its tender and may be debarred from participating in future tenders.

8. Default of Contractor:

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

9. Amicable Settlement of Disputes:

The party shall use their best efforts to settle amicably all disputes arising out of or in connection this contract or the interpretation thereof.

10. Disputes:

Any dispute and differences relating to the meaning of the specifications designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of work or after the completion or abandonment thereof in respect of which :-

Amicable settlement has not been reached. The dispute shall be referred to the sole decision of the RD/ Chief Engineer, ESIC whose decision shall be binding on both the parties.

In case of dispute still persisting, the matter will be referred for settlement as per Govt. India Guidelines issued vide O.M. No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018 (as updated or latest amended) on administrative mechanism for resolution of CPSE disputes, through DG, ESIC.

11. Integrity Pact:

The agency shall submit the pre-contract integrity pact as per the Annexure-V duly sealed and signed by the authorized person of the agency along with the technical bid.

Other Conditions

1. Conditional bid will not to be accepted and liable to the summarily rejected.
2. Within two weeks of award of work, the contractor shall submit a Performance Guarantee for proper performance of the Contract in the form of BG for 5 % of the bid / accepted amount. The performance guarantee shall be valid for the duration of the contract period (including extended period) plus 60 days. The performance security can be encased by the Employer to recover any amount which is payable by the contractor to the Employer on any account for a cause arising out of the contract.
3. The ESIC shall not be liable for or in respect of any damages or compensation payable to any workman for death or injury resulting from any act or default of the contractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and expenses whatsoever in respect thereof or in relation thereto.
- 4 .The Agency itself or its sub agency shall obtain a valid license under the Contract Labour (R & A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.
- 5 .The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996
- 6 . The Contractor shall responsible against all losses and claims in respect of:
 - a) Death of or injury to any person, or
 - b) Loss or damage to any property (other than the Works) :

Which may arise out of or in consequence of the SR works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

- 7 . All T&P required for the work shall have to be arranged by the contractor No T&P shall be issued by the Department.
- 8 . Agency shall give the details of progress report of work at least once in a week mandatory to the concerned AE / JE of ESIC.
- 9 .Agency shall be responsible for redressing and complying with the observation of CTE, RTI, CVC/Local Vigilance, Auditors, Statutory Authority, 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 quotations, queries from various constitutional and statutory authorities.

10. Bill checking/ measurement checking is the sole responsibility of executing agency, however ESIC may inspect or monitor the progress, either itself or through third party as and when it desire for assessing actual progress, quality of work and any other aspects related to the works.

11. Any additional Special Repair work may be given as per exigency of work to the agency as per approve quoted centage rate subject to the approval of competent authority.

12. The special repair works contract may be extended on the written mutual consent of both ESIC and Contractor. The extension of period may be granted on the valid and unavoidable grounds by Regional Director and engineer in charge, ESIC Regional Office, Raipur if she/he satisfied himself/herself on the ground mentioned.

13. Defect Liability Period shall be of one year after completion of respective SR works. Defect Liability Period begins at completion of SR works & ends after defects liability period. If any defects appear or observed by ESIC, during defect liability period, a notice will be given to Govt. Agency/PSU. PSU shall rectify notified defects at his own cost, if not rectify the defect by PSU, ESIC shall be at liberty to rectify the defects as the case may be at risk & cost to and the PSU. The cost of such rectification shall be recovered from amount of performance security/guarantee available with the ESIC or from any amount due to the govt. Agency/PSU.

14. Security deposit/guarantee bond shall be submitted, if any waterproofing work shall be executed.

1

[SECTION 3]

QUALIFYING CRITERIA

1. The interested Construction Agencies i.e. Public Sector Undertaking set up by Central / State Government to carry out SR Work as given above or any other Central /State Government Organization / PSU which may be notified by MoUD are eligible for participation in the bidding process should meet both the following minimum qualifying criteria:

(i) Works Experience:

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

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

OR

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

OR

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

* For similar completed works the final cost as mentioned in the completion certificate issued by competent authority i.e. authorized person of client/department shall be considered for determining the costing as mentioned above for evaluating the qualifying criteria

** For similar ongoing works, the original sanction order/ work order shall be considered for determining the costing as mentioned above for evaluating the qualifying criteria.

ii) Annual Turnover: Average annual financial turnover of Construction Agency should not be less than 30 % of estimated cost during the immediate last 3 consecutive financial year. This should be duly certified by Chartered Accountant along with audited Balance Sheets and P & L account.

1.1 Definition of Similar Works

Completed/ ongoing work for SR/ARM of/construction of civil, Electrical works.

2. Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has:

a. Made misleading or false representation or deliberately suppressed the information in the forms statements and enclosures required in the eligibility criteria document.

b. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

3. Documents to be furnished for evaluation of bids:

i. Attested copies of G.O. /Orders issued by the Central/State Govt. for establishment of the PSU authorizing for carrying out civil or electrical or construction works.

ii. Copies of certificates in respect of execution / completion of similar works to establish eligibility as mentioned para 1 (i) of this section.

iii. Certificate from Chartered Accountant mentioning financial turnover of last 3 three) years to establish eligibility as mentioned para 1 (ii) of this section. ESIC reserves the right to seek further details/document beyond date of opening of bid pertaining to qualifying criteria.

iv. Details in form of the chart mentioning the strength of the organizational setup in the **Chhattisgarh state** where the SR works to be undertaken.

v. Undertaking to submit the Performance Guarantee as stipulated in the bid in the form of Bank Guarantee and to sign an MoU as per the Annexure-IV.

vi. PAN Card

vii. GST Certificate.

viii. All the above documents and relevant documents to be signed by authorized person as stipulated in clause 12(d) of NIT.

ix. ESI or EPF Registration or undertaking must be submitted.

Note: All the documents should be in readable, printable & legible form failing which the bid shall not be considered for evaluation. The tender documents should also be uploaded with the Bid with countersigned on each & every page by responsible/authorized person of Govt. agency

[SECTION-4]

Technical Bid Performance

S.No.	Description	Information to be submitted by bidder			
1.	Name, Email ID & address of the bidder/agency/PSU				
2.	Telephone no./telex no./Fax no.				
3.	Name & contact details of the authorized personnel				
4.	GST No.				
5.	PAN No.				
6.	Turnover in Lakh (last 3 consecutive financial year)				
7.	Experience required during last 7 years in pan India hospital/regional office				
7a.	Project title & location				
7b.	Name of the client & address				
7c.	Describe area of participation (specific work done)				
7d.	Period of work done				
7e.	Total cost of similar nature of work as per completion certificate				
7f.	Completion certificate issued by				
8.	Ministry of Urban development notification/registration/Memorandum/letter or any other documents of Centre/State Govt. Declaring Govt agency as centre govt organization/Public Sector undertaking to carry out Civil & Electrical works etc.	Yes/No			
9.	ESIC & EPFO Registration	Yes/No			
10.	Balance sheet & Profit & loss account for Financial year (last 3 consecutive) along with CA Certificate as per list of documents at page No 16.	Yes/No			
11.	Undertaking as per annexure-I & II	Yes/No			
12.	Labour Licence(central)/Undertaking	Yes/No			
13.	ESI/PF details (contribution)	Yes/No			

[SECTION-5]

FINANCIAL PROPOSAL

NAME OF WORK: Special Repair and maintenance of residential and nonresidential building (civil & Electrical) at ESI Dispensary Raigarh, Chhattisgarh

NAME OF CONSTRUCTION AGENCY:

S.No.	Description	Centage Charges *
		(in figures & words)
1.	CENTAGE CHARGES ** for Special Repair and maintenance of residential and nonresidential building (civil) at ESI Dispensary Raigarh, Chhattisgarh.	

Seal of the Organization

Signature of the Authorized Signatory

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

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

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

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

ANNEXURE-I

ACCEPTANCE OF BID CONDITION

(On the Letter Head of the Organization)

To

The Regional Director,

ESIC Regional Office Chhattisgarh

Sub: Special Repair and maintenance of Residential and nonresidential building (Civil) at ESI Dispensary Raigarh, Chhattisgarh

REF: Bidding Document No.

Sir,

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

Yours faithfully,

(Signature of the Authorized Representative)

With Rubber Stamp

Dated: _____

Place: _____

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

ANNEXURE — II

UNDERTAKING

(On the Letter Head of the Organization)

To

The Regional Director
ESIC Regional Office, Chhattisgarh.

**Sub: Special Repair and maintenance of Residential and nonresidential building
(Civil) at ESI Dispensary Raigarh, Chhattisgarh**

REF: Bidding Document No.

Sir,

We undertake that —

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

Yours faithfully,

(Signature of the Authorized Representative)

With Rubber Stamp

Dated:

Place:

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

Annexure-III

Brief Description & Scope of Work

(Not Exhaustive)

Employees' State Insurance Corporation (ESIC) is an autonomous body under the aegis of the Ministry of Labour and Employment, Government of India. It is proposed to enter into an agreement/MoU with the selected eligible Public Sector Undertaking set up by Central / State Government to carry out civil or electrical work or any other Central /State Government Organization / PSU which may be notified by MoUD for execution Special repair Contract (Civil & Electrical Work) for one year. The contract of work may be extended for further period of one-year subject to satisfactory performance of the agency during the previous year with mutual consent.

The built up area and plot area details of the establishments to be undertaken for SR work are as follows:

S.No.	Name of Building	Plot Area (Sqm)	Built up Area (Sq. Mtr.)	Details/No. of Units
01.	ESI Dispensary Raigarh.	9186.0	338.0	5 Doctor Dispensary
02.	ESI Dispensary Raigarh Staff Qtr	9186.0	1127.5	18 nos staff Qtrs
03	ESI Dispensary Kumhari	5139.0	500.0	3 Doctor Dispensary
04	ESI Dispensary Kumhari Staff Qtr	5139.0	224.0	4 Staff Qtrs
05	ESI Dispensary Birgaon	274.0	274.6	2 Doctor Dispensary

Scope of Works:

The tentative list of the work is tabulated below –

Sl. No	Details of Works
01.	Repair/construction of Boundary wall
02.	Repairing of Road/paver Block
03.	Repairing of drainage/toilets etc
04.	Water proofing work Dispensary as required/Renovation of Dispensary

1. ESIC, RO Raipur may also add any Special Repair works based on requirement during the currency of period of agreement.
2. The Agency will carry out all Special Repair Works on Deposit Work basis in accordance with GFR norms, CVC guidelines, CPWD Specifications, BIS Standards and sound engineering practices and also by observing due diligence in all respect.
3. The agency will hire/depute consultant for execution of these works if required. PSU agency will coordinate with State/Central Authorities for any NOC/approval required before and after execution of work. Any Statuary payment required to get approval from State/Central authorities will be reimbursed/paid by ESIC on actual basis.
4. The agency must engage or appoint a consultant/architect if necessary to obtain any required statutory certificates.

Above Special repair as per requirement with standard practices, CPWD specifications, BIS standard rules and regulation.

Any Other Work assigned by Regional Director RO Raipur/ ESIC Engineer as per respective jurisdiction of Premises.

Sd/-
(Regional Director)

Annexure-IV

AGREEMENT

The agreement made this day of _____ 20 _____ between the Employees' State Insurance Corporation having their _____ (hereinafter called the first party of the one part and M/s _____ Having their registered office at _____ Hereinafter called the second party of the other part).

Whether the first party have desired to get Special Repairs and Maintenance of the immovable properties owned by the ESI Corporation in the State of done by the second party.

Now, therefore, this agreement sets out the terms and conditions for execution of Special Repairs and Maintenance of the properties as mentioned above and for making funds available for the same.

The first party agrees to entrust the Special repair and maintenance work of its various immovable properties, as may be indicated from time to time in the state of to the second party and the second party agrees to execute the work of Special Repair and Maintenance and Special Repairs, if any, required for those properties on the terms and conditions as set out here under:-

1. The Second party will set up a separate wing in their organization having both civil as well as Electrical units under one single authority to exclusively look after this project. The officer in — charge of this wing will be responsible for ensuring effective for both civil as well as Electrical works. The estimates will also be submitted in respect of both civil as well as electrical works simultaneously indicating the items required to be executed under the two heads namely Electrical and civil separately.
2. The Second party shall prepare the estimate for the work assign for each property (or a group of _____ properties if so desired by the first party) separately within the rates approved by the first party and submit the same to the Authority, ESI Corporation, latest by 10days, indicating the specific items of work to be done by the second party in a particular year, in consultation with the Custodian / Occupier of the concerned property / properties.

3. The first party shall release initial deposit@ 30 % of the estimated amount required for Special Repair Work for Civil, Electrical & External development to the second party after sanctioning of the detailed estimate (A/A & E/S. Second instalment of 30% of A/A & E/S shall be released based on expenditure Statements regarding utilization of 80% of the previous sanctions amount duly signed by the Accounts Officer and the Officer In – Charge created by the second party for this work, accompanied by a certificate that the work has been executed as per required specifications/ BOQ following all relevant guidelines of GFR/CVC etc.
4. Third instalment of 30% of sanctioned estimate shall be released released based on expenditure Statements regarding utilization of 80% of the previous sanctions amount duly signed by the Accounts Officer and the Officer In – Charge created by the second party for this work, accompanied by a certificate that the work has been executed as per required specifications/ BOQ following all relevant guidelines of GFR/CVC etc.
5. Final Instalment of 10% shall be released after on production of project account expenditure Statements/settlement for closer the project.
6. Fund subsequent to initial deposit shall be released by ESIC to second party of submission of request /demand by second party along with following documents:
 - a) Request letter by concerned Project Manager and Financial officer of second party.
 - b) Fund utilization certificate on expenditure incurred for the earlier deposits made by ESIC for specific work to be signed by concerned PM and Financial officer
 - c) Certificate by PM of second party that works have been executed at the site as per CVC guidelines, CPWD specification, BIS/ISI/NBC standards and sound engineering practices.
7. Though the norms of expenditure on the projects are based on the plinth areas and though the estimates are to be prepared accordingly, the funds released against the estimate shall also be utilized for maintaining external services of the concerned property / properties.

8. The periodicity of attending the different items of work will normally be as specified in the bid document unless otherwise ordered by the first party.
9. The second party or its authorized representative shall inspect the site under its care and suggest means for proper execution of work.
10. The second party shall assist the first party in taking over the possession of the properties inter — alia for initiation of work and advise the first party in engineering aspects and take over possession of the same immediately with all inventory, etc.
11. The second party shall make immediate arrangements for starting the work and completion during the time limit.
12. The expenditure incurred by the second party on account of the fee payable for Mandatory inspection of installation by the Civil Agencies and the Taxes levied by the Local Bodies will be outside the estimates for Special Repairs and Maintenance and separate Bill shall be submitted for the same.
13. At the conclusion, the second party shall submit the expenditure statement of the funds sanctioned and released to them for each of the properties (or group of properties as the case may be) separately duly signed by two officers viz. the Accounts Officer / Competent Authority of Accounts Department and the Officer in — charge of the maintenance wing created for this purpose by the second party, along with a certificate of satisfactory completion of the work from the Custodian of the project.
14. The work shall under no circumstances be held up for temporary delay in release of funds.
15. The second party shall abide by the scheduled Rates as fixed by the first party from time to time for various cities.
16. The second party shall be responsible for ensuring compliance with the various Labour laws that may be in force from time to time. Any liability on account of this and also any liability arising from non — observance of the same shall be met by the second party at its risk and cost.
17. The wages of the deployed labour falling under plinth area rates and manpower engaged for operating and maintenance of equipment's shall be governed by Minimum Wages Act along with the statutory provisions (like PF, ESI, etc. and other prevalent / mandatory regulations of the concerned State / UT). Monthly statement of the compliance made on

ESI/EPF, Labour laws, other statutory compliances etc. along with the supporting documents shall be submitted to authority it required.

18. The Construction Agency shall be solely responsible for ensuring compliance with the various Labour Laws that may be in force from time to time. Any liability on this account and also any liability arising from non — observance of the same shall be met by the Construction Agency at its risk and cost. It has to be ensured that the Construction Agency registers themselves as Principal Employers for necessary compliance with the provision of Contract Labour (Regulation & Abolition) Act, 1970 etc. as applicable.

19. GST / Labour Cess etc. if it becomes applicable on Centage / Departmental Charges subsequent to date of signing of agreement in case of the categorization/change in rates of SR work as a "Service" by Central / State Govt. shall be first paid by the Construction Agency which shall then be reimbursed/paid as per actual without any Departmental Charges.

20. The second party shall also register themselves as Principal Employer for necessary compliance with the provision of Contract Labour (Regulation & Abolition) Act, 1970 as applicable.

21. In case of the unsatisfactory performance of the second party during the execution, notice will be served for termination of the Agreement / MoU shall be taken up as per the clauses of the agreement by forfeiting the Performance Guarantee and the new Agency will be fixed at the risk & cost of the second party.

22. The first party can withdraw the work from the second party at any time after giving three months' notice without assigning any reason however the second party can't discontinue the work and if wishes to discontinue the work strong reason should be given for this otherwise PBG may be forfeited. In such an event, the first party will not accept any liability on account of workers engaged by the second party and on any other account.

23. Govt. agency shall be responsible for redressing and complying with the observations of CTE/CVC, Auditors, statutory authorities, local body, etc. pertaining to the work under intimation of ESIC. Providing all work related information promptly to ESIC

for replying to parliament questions, queries from various constitutional & statutory authorities.

24. No escalation charges will be paid to second party (Govt. agency/PUS's) for any extension of time.

25. As far as possible only items based on prevailing DSR should be taken in the detailed estimate and items based on market rates should be avoided unless it becomes indispensable to include them. In case of market rate it shall be at the level of the officer according sanction for technical appropriateness of item framed, rate approved based on GFR/CPWD provision.

26. If there is delay more than one week of the original time limit, in the completion of the work, the Govt. agency shall be liable to pay an amount of 2.5% of the total cost of the work for every week of delay or part thereof as liquidated damaged to the first party subject to a maximum of 10% of the sanction cost of the project.

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

27. Permitting free access to Govt. agency appointed contractor' materials and their workers to the site of work and also helping Govt. agency in taking connection for electricity & water required for carrying out works inside the campus. Electricity and water charges will be borne by Govt. agency.

28. In case any non-conformity with the prescribed specification or any defect within 12 months of completion, the construction Govt. agency will be held responsible and will be liable to make good the deficiency failing which the ESIC shall get the rectification done at the risk and cost of the construction Govt. agency.

29. The Govt. agency shall be solely responsible for execution of the work qualitatively & quantitatively as per aforesaid specifications and as per detailed drawings/details estimate for special repair works.

30. Redressal of Disputes

Any dispute and differences relating to the meaning of the specifications designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter or thing

whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of work or after the completion or abandonment thereof in respect of which, both the parties shall use their best efforts to settle amicably all disputes arising out of or in connection this contract or the interpretation thereof :-

Amicable settlement has not been reached. The dispute shall be referred to the sole decision of the Regional Director, ESIC Regional Office Raipur whose decision shall be binding on both the parties.

In case of dispute still persisting, the matter will be referred for settlement as per Govt. India Guidelines issued vide O.M. No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018 (as updated or latest amended) on administrative mechanism for resolution of CPSE disputes, through DG, ESIC.

For and on behalf of PSU

Signature

Name

Designation

Witness 1

Signature

Name

Designation

Date:

Place:

For and on behalf of ESIC

Signature

Name

Designation

Witness 2

Signature

Name

Designation

INTEGRITY PACT

To

The Regional Director
ESIC Regional Office, Chhattisgarh.

**Sub: Special Repair and maintenance of Residential and nonresidential building (Civil)
at ESI Dispensary Raigarh, Chhattisgarh**

Dear Sir,

I/We acknowledge that ESIC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by ESIC. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, ESIC shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at ... on this day of20..... BETWEEN Regional Director RO ESIC Raipur. (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

(Name and Address of the Individual/firm/Company)

..... through

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

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/ Owner has floated the Tender (NIT

No.) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract work

Name of Work: - Special Repair and maintenance of Residential and nonresidential building (Civil) at ESI Dispensary Raigarh, Chhattisgarh

Herein after referred to as the "Contract".

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

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

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

Article 1: Commitment of the Principal Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason.

(C) The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

I The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitive or to cartelize in the bidding process. Competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

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

3) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

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

2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which

constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing. Agencies for further investigation.

Article 4: Previous Transgression

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

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

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

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 03 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and Jurisdiction is the Medical Superintendent of the ESIC of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

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

(For and on behalf of Bidder/PSU)		(For and on behalf of ESIC)	
Signature		Signature	
Name		Name	
Designation		Designation	

Witness 1

Signature
Name
Designation

Witness 2

Signature
Name
Designation

Date:

Place:

FORM OF PERFORMANCE SECURITY/BANK GUARANTEE BOND

In consideration of the Employees' State Insurance Corporation having offered to accept the terms and conditions of the proposed Agreement no.dated..... Made between Competent Authority Employees' State Insurance Corporation (Here in called the client) and Second Party (contractor)..... (hereinafter called "the said Contractor) for the work(hereinafter called "the said agreement") having agreed to production of irrevocable bank guarantee for Rs. (Rupeesonly) as a Security/Guarantee from the Contractor for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We(hereinafter referred as to "The Bank") (indicate the name of the bank) hereby Undertake to pay to the Employees' State Insurance Corporation an amount not exceeding Rs.(Rupees. only) on demand by the Employees' State Insurance Corporation

2. We(indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Employees' State Insurance Corporation stating that the amount claimed is required to meet the recoveries due or likely to be due from the Said contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and the payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees. only in words)

3. We, the said bank further undertake to pay the Employees' State Insurance Corporation any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal relating there to, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of a liability for payment there under and the contractor shall have no claim against us for making such payment.

4. We (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Employees' State Insurance Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or Engineer-in-charge on behalf of the Employees' State Insurance Corporation certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

5 We(indicate the name of Bank) further agree with Employees' State Insurance Corporation that, the Employees' State Insurance Corporation shall have the fullest liberty without our

consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employees' State Insurance Corporation against the contractor and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Employees' State Insurance Corporation or any indulgence by the Employees' State Insurance Corporation to the said contract or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank of the contractor.

7. We (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the client in writing.

8. This guarantee shall be valid up toUnless extended on demand by Employees' State Insurance Corporation. Notwithstanding anytime mentioned above, our liability against this guarantee is restricted to Rs.(Rupees..... only) and unless a claim in writing is lodged with us within six months of the date of expiry of the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the Day of

For(indicate the name of Bank)

(Signature of the concerned authority of Bank and seal of the bank)