



कर्मचारी राज्य बीमा निगम अस्पताल

E.S.I.C. Hospital

(श्रम एवं रोजगार मंत्रालय, भारत सरकार)

Ministry of Labour & Employment, Government of India)

झालावाड रोड, कोटा -324005, Jhalawar Road, Kota-324005

दूरभाष सं. - 0744-2427946 ई-मेल - ms-kota.rj@esic.gov.in



NOTICE INVITING TENDER

For

Annual Repair, Maintenance & Operation (ARMO) of ESIC Hospital Kota With staff quarters including services, operation/ Maintenance of equipment's and plants along with provision of Special Repair (SR) Work of same on as and when need basis at Jhalawar Road Kota, Rajasthan on deposit mode of works execution basis for one Year.

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[SECTION – 1]

NOTICE INVITING TENDER

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Employees' State Insurance Corporation (ESIC) is an Autonomous Body. ESIC Hospital Kota, Rajasthan is a 60 bedded hospital directly run by Employees' State Insurance Corporation (ESIC) ESIC Hospital Kota , Rajasthan invites online bid offer for Centage Charges * on percentage basis from Public Sector Undertaking set up by the Central or State Government to carry out Civil or Electrical works OR to any other Central /State Government organisation /PSU which may be notified by the Ministry of Urban Development (MoUD) as per GFR 133(3) for taking up the **Annual Repair, Maintenance & Operation (ARMO) of ESIC Hospital Kota With staff quarters including services, operation/ Maintenance of equipment's and plants along with provision of Special Repair (SR) Work of same on as and when need basis at ESIC Hospital , Jhalawar Road, Kota, Rajasthan on deposit mode of work execution basis for one year** . The contract of work has an option to extend for further period of one-year subject to satisfactory performance of the agency during the contract period with mutual consent.

1. Details are given below:

NIT No.	623/ESICH/Kota/ARMSR/Works
Name of the Work	Annual Repair, Maintenance & Operation (ARMO) of ESIC Hospital Kota With staff quarters including services, operation/ Maintenance of equipment's and plants along with provision of Special Repair (SR) Work of same on as and when need basis at ESIC Hospital , Jhalawar Road, Kota, Rajasthan on deposit mode of work execution basis for one year .
Client / Owner	EMPLOYEES STATE INSURANCE CORPORATION ESIC Hospital Kota , Rajasthan-324005
Annual Budget amount for the ARM works (Based on PAR) & SR (on as and when need basis) works	Rs. 1,77,57,304.00 /- (INR One Crore Seventy Seven Lakh Fifty Seven Thousand Three Hundred & Four Only)
Earnest Money deposit	Not applicable
Cost of Tender document	Not applicable



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Date of Tender Document available to parties to download	As per CPP Portal
Date of start and end of online Pre-Bid queries	As per CPP Portal
Starting date of e-tender for submission of online Techno Commercial Bid and Price Bid	As per CPP Portal
Closing date of online e-tender for submission of Technical bid and Price Bid	As per CPP Portal
Date and time of opening of Techno Commercial Bid	As per CPP Portal
Date and Time of opening of Price Bid	Will be communicated separately to the qualified bidders
Contract Period	1 year
Validity of Offer	90 days after the last date fixed for submission of bid including the extension (s) given, if any

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

Note : Wherever the word “ESIC” is mentioned it refers to, ESIC Hospital Kota / Medical superintendent, Kota Rajasthan

- 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.
- Not with standing 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 submit questions in writing to seek clarifications 24 Hrs before the notified pre-bid meeting date, to the Office of Medical Superintendent Kota or may visit the said office during the office hours on working days, Contact No. 07442427946 or Email: ms.kota.rj@esic.gov.in and submit.
- 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 Tender
SECTION-2	Instructions to Construction Agency
SECTION-3	Qualifying Criteria
SECTION-4	Financial Proposal
SECTION-5	Annexure – I to VI



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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.

- 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.
- Certificates of works experience and other documents for annual turnover and other documents of PSU for undertaking works required to establish fulfilment of qualifying criteria
- 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.
- Authority letter issued by the Competent Authority i.e. CMD / MD / Chairman for signing the bid document.
- No Proposals/Documents will be received/uploaded after the prescribed date & time.**

Financial Bid of qualified bidders shall then be opened on prescribed date in presence of bidders or their authorized representatives.

- 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.

- 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.**

- 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.

- 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.



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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/-

(Medical Superintendent)

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.



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6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

SEARCHING FOR DOCUMENTS

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

PREPARATION OF BIDS

1. Bidder should consider any corrigendum published on the tender document before submitting their bids.
2. 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.



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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 Helpdesk. The contact number for the helpdesk is 1800 233 7315.



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[SECTION – 2]

INSTRUCTIONS TO CONSTRUCTION AGENCY

1. INTRODUCTION

- 1.1 Public Sector Undertaking set up by the Central or State Government to carry out Civil or Electrical works OR to any other Central /State Government organisation /PSU which may be notified by the Ministry of Urban Development (MoUD) 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 first – hand 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	:	Medical Superintendent
Address	:	ESIC Hospital Kota , Jhalawar Road, Kota-324005 (Rajasthan)
Fax	:	NA
Phone	:	0744-2427946
E-Mail	:	ms-kota.rj@esic.gov.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.



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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 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

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 wilful 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 Cas with or without the knowledge of the ESIC, designed to establish prices at artificial, non competitive levels, submission or non submission of Bids;
- “Coercive Practices” means harming or threatening too harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.



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- (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

Medical Superintendent 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 details given in Annexure – III

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. ms-kota.rj@esic.gov.in.

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 cut off date as mentioned above.

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

Any Corrigendum / Addendum thus issued shall form part of bid document. To give the construction 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.



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3. General Instructions

- 3.1 The bidder is required to quote Lumpsum Centage /Departmental Charges in percentage (%) up to two decimal places for rendering ARMO Services. Conditional Tender/EOI bid shall summarily be rejected.
- 3.2 The payment of Lumpsum Centage/Departmental Charges shall be capped at quoted rate multiplied by CPWD Plinth Area Estimate / Estimated Cost / Contract Awarded Cost declared after bidding process for specific ARM sites i.e. no additional fee shall be payable for increase in cost over and above the CPWD Plinth Area Estimate / Estimated Cost / Contract Awarded Cost (declared at the time of bidding).
- 3.3 In case of actual ARMO cost being less than the CPWD Plinth Area Estimate / Estimated Cost/Contract Awarded Cost, declared at the time of bidding, the Lumpsum Centage/Departmental Charges shall be paid based on such actual / reduced cost.
- 3.4 The works shall be executed by successful bidder on Deposit Work basis in terms of Agreement. Agreement is for such ARMO/SR works have to be performed by them.
- 3.5 The Contingencies shall be admissible as per CPWD norms.
- 3.6 Agreement shall be signed between ESIC and the eligible selected Bidder/PSU within 15 days after the acceptance of their bid by ESIC on prescribed format which is being given in the bid document. All the documents of the bid shall form part of the Contract Agreement for the respective sites.
- 3.7 The ARMO/SR works shall be executed by Bidder /PSU in accordance with GFR norms, CVC guidelines, CPWD specifications, NBC, BIS standards and with sound engineering practices and also by observing due diligence in all respects.
- 3.8 Bidder/PSU is expected to familiarize themselves with the local conditions and effects of terms and conditions of relevant Agreement before submitting the financial bid for Lumpsum Centage/Departmental Charges which once quoted, shall not be increased under any circumstances, whatsoever.
- 3.9 Tentative timeline for implementation of various kinds of ARMO Works are required to be submitted during further course of Action Plan.
- 3.10 It may be noted that there are appropriate provisions in the Agreement for imposition of penalty / recovery of liquidated damages in the event of progress delays and for not adhering to the mutually agreed timelines. Further bidder / agency to ensure the compliance of labour laws and also ensure to make the payment to workers before 7th of every month for the preceding month.
- 3.11 The Tender/EOI offer shall remain open for acceptance by ESIC for a period 90 days from the date of opening of the bid. Any extension of validity period shall be decided with mutual consent, if required.
- 3.12 Component of GST/Taxes or Cess due to change in legislation occurred after receipt of tender / bid shall be reimbursed on production of Original paid Vouchers/Challans generated along with assessment order by the concerned Govt. Bodies, as the case may be.
- 3.13 Lumpsum Centage/Departmental Charges means professional charges to be paid to the Bidder by ESIC for rendering specific services, based on actual ARMO cost or Annual Budget Cost whichever is lower. ARMO cost or Annual Budget Cost of Work shall inclusive of all applicable Taxes, levies, Cess, etc.
- 3.14 The area mentioned in the Tender/EOI is only tentative and interested Bidder may physically inspect the buildings to ascertain the same before quoting of Lumpsum Centage/Departmental Charges. PSUs shall submit the detailed estimate based on actual requirement ARMO of respective sites and cost shall be based on prevailing CPWD DSR Items preferably, state schedules rate (Rajasthan)



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Ministry of Labour & Employment, Government of India)

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- 3.15 After ascertaining the entire gamut of the repairs & maintenance or Special Repairs needs, successful Bidder shall prepare detailed estimates in r/o various types of repairs & maintenance works above based on CPWD Norms/ yardsticks and Standard Engineering practices and submit to Medical Superintendent, ESIC Hospital Kota , Jhalawar road, Kota-324005 (RJ) along with all relevant documents, justifications, drawings, photographs etc. for accord of Administrative Approval and Expenditure Sanction (A/A & E/S) by ESIC within 15 days of signing of Contract Agreement. Work to be taken over by the successful bidder (Govt. Agency) within 01 Month from approval of the estimates by Medical Superintendent, ESIC, Model Hospital, Jaipur.
- 3.16 For day to day maintenance affairs, respective Hospital Head/In-charge will co-ordinate with the help of concerned Branch Head and Engineer in charge of the Hospital with qualified Bidder to complete the work required as per Action Plan. Respective Hospital Establishment Head In- charge will also see and ensure all the required statutory compliances from qualified Bidder

4. PREPARATION OF BID PROPOSAL

- 4.1 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.
- 4.2 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 Hospital level.**
- 4.3 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.
- 4.4 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.

5. SUBMISSION, RECEIPT AND OPENING OF BIDS

- 5.1 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.
- 5.2 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. 12(d) of NIT and shall be submitted along with bid.
- 5.3 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.

6. BID Evaluation

- 6.1 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. No documents furnished or made available after



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last date of submission of bid shall be considered for evaluation for meeting qualifying criteria for opening of financial bid.

6.2 Evaluation of Financial Bid

6.2.1 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.

6.2.2 The Financial bids of the qualified Construction Agencies shall then be opened in the presence of the Construction Agency's representatives who choose to attend on the date, time and place as mentioned in the NOTICE. The financial bids shall be examined by a Committee duly constituted by Competent Authority.

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

7. AWARD OF CONTRACT

7.1 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 i.e.

If two or more qualified participating firms submit same lowest quotes, the contract will be awarded through a lottery system at the same rate. The date and time of the lottery drawing will be communicated separately to these firms.

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 construction for this project with ESIC.

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

7.2 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.

7.3 **Performance Bank Guarantee: The successful agency shall submit performance guarantee in the form of Demand Draft or Bank Guarantee @5% of the budgeted amount and to be kept valid for one and half year (18 months) from the date prescribed in the bid or adjustment of expenditure statement for the year of the work awarded, whichever is earlier.**

7.4 The agency must engage or appoint a consultant/architect if necessary to obtain any required statutory certificates.

7.5 PSU/Agency should not claim any Centage/Service charges from ARM/SR agency appointed by them except the Centage charges claimed from ESIC on competitive bidding savings should be pass on to ESIC, if any.



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8. 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.

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

10. **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.

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

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

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

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



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[SECTION – 3]

QUALIFYING CRITERIA

1. The interested Construction Agencies i.e. Public Sector Undertaking set up by the Central or State Government to carry out civil or electrical works or to any other Central /State Government organisation /PSU which may be notified by the Ministry of Urban Development (MoUD) for such purpose after evaluating their financial strength 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 cost as given in the sanction order of the work shall be considered with a certificate issued by the Competent Authority of the department for satisfactory performance for determining the costing as mentioned above for evaluating the qualifying criteria.

The value of completed works shall be brought to the current costing level by enhancing the actual value of work at a simple enhancement rate of 7 % per annum calculated from date of completion to last date of receipt of application for bid document.

- 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.



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1.1 Definition of Similar Works :

The definition of similar works shall be as under :

Annual Repairs and Maintenance of Government or PSU owned Hospital/Office building with residential staff quarters.

OR

Extension / Renovation of existing Government or PSU owned Hospital/Office building with residential staff quarters.

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, electrical & building works with applicable jurisdiction.
- ii) Copies of certificates in respect of execution / completion of similar works to establish eligibility as mentioned para 1 (i) of this section.
- iii) Certificate from Chartered Accountant mentioning financial turnover of last 3 (three) years to establish eligibility as mentioned para 1 (ii) of this section. ESIC reserves the right to seek further details beyond date of opening of bid pertaining to qualifying criteria.
- iv) Detailed chart mentioning the strength of the organizational setup in at least previous 2 years along with registered office address in the respective state where the ARM works is 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) Certificate of Registration for ESI & EPF /Undertaking regarding abide of necessary compliances of ESI and EPF and other labour laws.
- vii) Certificate of Registration for Goods and Service Tax (GST), PAN Card
- viii) All the above documents and relevant documents to signed by Authorized person as stipulated in clause 12(d) of NIT.



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[SECTION – 4]

FINANCIAL PROPOSAL

NAME OF WORK: Annual Repair, Maintenance & Operation (ARMO) of ESIC Hospital Kota With Staff quarters including services, operation/ Maintenance of equipment's and plants along with provision of Special Repair (SR) Work of same on as and when need basis at ESIC Hospital Jhalawar Road, Kota -324005 (RJ).

Budgetary amount for the year: Rs. 1,77,57,304.00 /- (INR One Crore Seventy Seven Lakh Fifty Seven Thousand Three Hundred & Four Only)

NAME OF CONSTRUCTION AGENCY:- _____

S.No.	Description	Centage Charges * (in figures & words)
1.	Lumpsum Centage/Departmental Charges ** for execution, supervision of Annual Repair, Maintenance & Operation (ARMO) of ESIC Hospital Kota With Staff quarters including services, operation/ Maintenance of equipment's and plants along with provision of Special Repair (SR) Work of same on as and when need basis at ESIC Hospital Jhalawar Road, Kota -324005 (RJ). (AS PER SCOPE OF WORK AND TERMS AND CONDITIONS OF THE BID & STANDARD CONTRACT AGREEMENT.) (GST charges shall be payable on Centage charges only)	_____ % ***

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.

** Lumpsum Centage/Departmental Charges means charges on the value of work executed or estimated cost whichever is lower including establishment/execution charges 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.



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ANNEXURE – I

ACCEPTANCE OF BID CONDITION

(On the Letter Head of the Organization)

To,

**The Medical Superintendent,
ESIC Hospital Kota , Jhalawar Road
Kota-324005 (Rajasthan)**

SUB: Annual Repair, Maintenance & Operation (ARMO) of ESIC Hospital Kota With Staff quarters including services, operation/ Maintenance of equipment's and plants along with provision of Special Repair (SR) Work of same on as and when need basis at ESIC Hospital Jhalawar Road, Kota -324005 (RJ).

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.



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ANNEXURE – II

UNDERTAKING

(On the Letter Head of the Organization)

To

The Medical Superintendent,
ESIC Hospital Kota
Jhalawar Road
Kota-324005 (Rajasthan)

SUB: : Annual Repair, Maintenance & Operation (ARMO) of ESIC Hospital Kota With Staff quarters including services, operation/ Maintenance of equipment's and plants along with provision of Special Repair (SR) Work of same on as and when need basis at ESIC Hospital Jhalawar Road, Kota -324005 (RJ).

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

Yours faithfully,

(Signature of the Authorized Representative)

With Rubber Stamp

Dated : _____

Place : _____

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



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Annexure-III

Brief Description & Scope of Work

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

Scope of Works:

1. Comprehensive Annual Repair, Maintenance & Operation (ARMO) of ESIC Hospital Kota With Staff quarters including services, operation/ Maintenance of equipment's and plants along with provision of Special Repair (SR) Work of same on as and when need basis at ESIC Hospital , Jhalawar Road, Kota, Rajasthan for one Year. The list of Building to be undertaken for ARM work as following:

S. No.	Name of Building	Area (Approx)
1.	ESIC Hospital Kota	Plinth area :- 10157 SqM
2.	ESIC Hospital Kota with staff quarter	Campus Area :- 34000 SqM

Note: - Any other ESIC Owned buildings other than above, if required by ESIC.

S. No.	Type of Work	Annual Budget amount (Rs.)
1.	ARM works (Based on PAR)	1,77,57,304.00 /-
2.	SR works	On as and when need basis subjected to Budget available in SR Head

2. The major plants and equipment's to be undertaken for Operations of equipment's and installations:

S. No.	Plant & Equipment's	Location	Type/Capacity/Make
1.	Fire Fighting & Fire Alarm System	ESIC Hospital Kota	As installed at Site
2.	Horticulture	ESIC Hospital Kota With Staff quarters, Kota	As installed at Site
3.	DG set	ESIC Hospital Kota	As installed at Site
4.	Oxygen Plant (PSA)	ESIC Hospital Kota	As installed at Site
5.	Sewage Treatment Plant	ESIC Hospital Kota With Staff quarters, Kota	As installed at Site
3.	Any other Plant's as required by	ESIC Hospital Kota With	As installed at Site



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	Medical Superintendent	Staff quarters, Kota	
4.	Any other equipment's as required by Medical Superintendent	ESIC Hospital Kota With Staff quarters, Kota	As installed at Site

3. Civil Works (Tentative Scope):

- Day to day Repair & Maintenance of building for smooth functioning of Hospital/ Staff Quarters.
- Painting of external/internal walls, Repairs to external/internal plaster, repair to floor/dado tiles.
- Repair of roof leakages and leakage/ seepage control in toilets and water supply/Sanitary installation fixtures as required.
- Barbed wire fencing wherever required for compound wall.
- Flush and PVC Doors as required for staff quarters.
- Grilling work and mosquito mesh as required in staff quarters.
- Maintenance of rain water pipes as required.
- Plumbing, Sanitary Work, Carpentry work, etc.
- Replacement of glass panes, door & window fixtures.
- Carpentry work for wooden doors, windows, Aluminum & Steel Repair work.
- Periodic cleaning of internal & external drains, water tanks, Removal of blockages from water supply & sanitary lines and internal & external drains.
- Any Other Work assigned by Engineer IN Charge or Medical Superintendent or user as per site requirement.

4. Electrical Works (Tentative Scope)

- Comprehensive Annual Repair, Maintenance & Operation (ARMO) of Complete External & Internal Electrical installation, Substation HT/LT Panels, Water supply pumps sets, Dewatering Pumps sets & complete MEPs services installed such as, Pumps set. Fire Alarm & Detection system, Fire Fighting systems, Lifts Operation, Transformer, LT/HT Electrical Panels, etc. other Services installed associated with Hospital Building services and residential Staff Quarters buildings round the clock for all sites .
- Preventive & any breakdown Maintenance & Operation of Substation, Transformers and associate HT/LT Switchgears or any other system etc. as per standard practices, rules and regulation of IE as amended.
- Agency shall also have to support in case of emergencies arising due to any HT/LT Cable fault etc.
- Day to Day routine and preventive maintenance work
 - Checking and tightening of cable/wire and terminations/connections.
 - Checking of motor viz. winding, rotor, brushes etc.
 - Checking of circuit breakers, trippers and capacitors.
 - Checking earth continuity of each equipment, panel etc.
 - Checking Insulation of pumps, motors, compressors, cables, wiring.
 - Replacement fused indicating light.
 - Replacement of dilapidated/malfunctioning parts in system & panels.
 - Checking and Maintaining Fire Fighting system as per norms.
 - Repair of refrigeration, Water Cooler, RO.
 - Repair and SITC of CCTV Camera in all respect.
 - SITC of Wall Fan, Ceiling Fan, Exhaust Fan.
 - Repair of UPS



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- E. Any Other Work assigned by Engineer IN Charge or Medical Superintendent or user as per site requirement.
5. Mechanical Works(Tentative Scope)
- Cleaning, greasing, oiling of moving parts of pump, compressors.
 - Cleaning, oiling, and greasing of pump-motor assembly alignment, shaft, bearing, etc.
 - Cleaning & Preventive Maintenance of air receivers, drain system, in system/plant room.
 - Checking flanged joints of pipeline, valves and tightening nut bolts.
 - Calibration of the dew point sensor element. Regular Cleaning of pipeline.
 - Replacement of desiccant filter, bacterial filters etc.
 - Regular cleaning of plant room and especially flooring.
 - Any Other Work assigned by Engineer IN Charge or Medical Superintendent or user as per site requirement.
6. Special Repair/ Emergent Work (On as and when Need Basis) :
- Medical Superintendent, ESIC Hospital Kota Rajasthan may assign the Special Repair Work of the ESIC Hospital Kota & Staff Quarter on the same quoted Centage charges.**
 - For Special Repair Work, Separate Tender may also be called by agency based on local condition & Site requirement.
 - Agency will be bound to carry out the Special Repair/ Emergent Work on the same quoted Centage charges, assigned to them by Medical Superintendent/ Engineer In charge.
7. The operation of equipment's shall be decided later on, based on the actual requirement. For the capacity of equipment's and other installations it is advised to bidders to visit the site prior to quote bid.
8. The ESIC will assign the following types of repairs & maintenance works on deposit mode of work execution basis to AGENCY for carrying out comprehensive Repairs & Maintenance of its existing infrastructure comprising of Hospital with Staff Quarters and Services including Equipment and Plants rendering specialized services.
- Day to day maintenance of building and services and Annual/Periodical Repair and Maintenance of Buildings & Services.
 - Day to day Operation & Maintenance of Specialized Services.
 - Annual Repairs and Maintenance of Specialized Services (AMC/CAMC) if required.
- 5.
- The agency who has been assigned the ARM works shall set up a service centre equipped by manpower as per norms and yardsticks of CPWD (scale/quantum of manpower shall be decided by Medical Superintendent to meet functional/operational requirements of hospital) for management of the complaints received from hospital including staff quarters and shall ensure the complaint redressal in a scheduled time bound manner.
 - In case of absence of the manpower without providing suitable replacement or the complaints received at service centre shall be attended on the same day, if the complaints not resolved within two days, it may be ensured with the Construction Agency that suitable penalty to be imposed on their appointed contractor as per the norms in their Codes and procedures. Any savings on this account shall be passed on to ESIC. However, ESIC reserve its right to get the complaint attended/rectified at the risk and cost of the Agency through ESIC engineers with sufficient notice and same shall be deductible the amount payable



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Ministry of Labour & Employment, Government of India)

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- The Construction Agency shall prepare the estimate for Annual Repair and Maintenance requirement for each property (or a group of properties if so desired by ESIC) separately and submit the same to the designated Medical superintendent of ESIC Hospital Kota latest within 15 days of signing MoU along with Working Estimate.
- Manpower attendance register with necessary cross checks is to be maintained properly With Aadhar based biometric Attendance system (compulsory).
- Uniform, ID Card, tools & plants, safety gears i.e. gloves, boots etc. to the deployed manpower have to be provided by the agency.
- The Working Staff should be professionally qualified and must be trained.
- The site for the work is readily available as the ARMO work is to be carried out in the running hospital buildings and their premises having residential buildings and other ancillary structures and the desirous agencies can inspect the Hospital and Staff quarters on any working day.
- Bidders are suggested to study and follow latest CPWD guidelines, ESIC policy for ARM works before submission of bids.
- Conditional bids if any shall summarily be rejected.

Sd/-

Medical Superintendent

**The Medical Superintendent, ESIC Hospital,
Jhalawar road, Kota-324005 (Rajasthan)**

Email: ms-kota.rj@esic.gov.in



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Annexure-IV

AGREEMENT

The agreement made this day of _____ 20 _____ between the Employees' State Insurance Corporation represented by its _____, ESIC Hospital , Jhalawar Road, Kota-324005(hereinafter called the First Party /ESIC of the one part) and _____ having their registered office at _____ (hereinafter called the Second Party/ AGENCY of the other part).

Whether the ESIC have desired to get Annual Repair, Maintenance & Operation (ARMO) of ESIC Hospital Kota With Staff quarters including services, operation/ Maintenance of equipment's and plants along with provision of Special Repair (SR) Work of same on as and when need basis at ESIC Hospital , Jhalawar Road, Kota -324005 owned by the ESI Corporation (As mentioned in Tender Document) in the State of Rajasthan done by the AGENCY.

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

The ESIC agrees to entrust the Annual Repair, Maintenance & Operation (ARMO) of ESIC Hospital Kota With Staff quarters including services, operation/ Maintenance of equipment's and plants along with provision of Special Repair (SR) Work of same on as and when need basis at ESIC Hospital , Jhalawar Road, Kota, Rajasthan on deposit mode of works execution basis for one Year, as may be indicated from time to time in the state of Rajasthan to the AGENCY and the AGENCY agrees to execute the work of Repair and Maintenance, required for those properties on the terms and conditions as set out here under :-

1. **GENERAL:**

The ESIC will assign the following types of repairs & maintenance and SR works to AGENCY for carrying out comprehensive Repairs & Maintenance and SR works of its existing infrastructure comprising of Hospital , and Staff Quarters in Kota.

- Annual Repairs and Maintenance & Operations (ARMO) of Buildings & Services
- Day to day Maintenance of Buildings & Services
- Day to day Operation & Maintenance of Equipments and Plants rendering specialized services.
- All preventive maintenance / Checks as per CPWD Specification and works procedure.
- Annual Repairs and Maintenance of Specialized Services (AMC /CAMC).
- Special Repair Works on need basis. (If required separate tender will be called by agency)
- The agency shall be engage or appoint a consultant/architect, if necessary, to obtain any required statutory certificates from the concern departments.
- The successful bidder/agency shall provide escalation matrix of telephone numbers for support of the day to day repair & maintenance in effective manner.

After the works are assigned to agency, a comprehensive condition survey of the existing infrastructure i.e. Buildings, Services, equipment & Plants including ancillary structures existing inside the premises/complex shall be carried out by them to assess the maintenance needs for each component of the infrastructure for restoring and sustaining the utility of the facilities.



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After ascertaining the entire gamut of the repairs & maintenance needs, AGENCY shall prepare detailed estimates in r/o various types of repairs & maintenance works above based on CPWD norms / yardsticks and sound engineering practices and submit to competent authority of ESIC along with all relevant documents, justifications, drawings, photographs etc. for accord of Administrative Approval and Expenditure Sanction (A / A & E / S) by ESIC.

As far as possible only items based on prevailing DSR/BSR(Rajasthan) should be taken in the detailed estimates and items based on market rates should be avoided unless it becomes indispensable to include them. In case of "Market Rate" It shall be decided at the level of the officer according sanction for technical appropriateness of items framed, rates approved based on GFR/CPWD provisions and market Quotation is based on CPWD DAR (Delhi analysis of rates) like the cost of the materials, taxes, Labour and Transport etc. at the site where the work is to be executed plus 15% to cover all contractor's overheads and profits.

2. General Condition for Special Repair Works

1. The work for special repair work to be carried out as per GFR / CVC / CPWD specifications guidelines.
2. Submitting Detail Estimate, Milestones Chart, Rough drawings, Dates of Start and Completion of the project for approval of ESIC for timely completion.
3. The same centage charges will be paid to the ARM agency for special repair work assigned by the Medical Superintendent of ESIC Hospital Kota.
4. PSU required to intimating ESIC about any excess expenditure likely to be incurred over and above the bid value and also about possibility of Time Overrun as soon as it comes to its knowledge along with reasons and justifications thereof for necessary approvals from ESIC before committing / incurring the extra / additional expenditure. The certification by PSU will be valid for the extra expenditure provided pre – approval has been taken from ESIC.
5. On completion of the work, a Work Completion Report (WCR) shall be submitted by PSU duly bringing out the Final work Completion Cost, Total Time period taken to complete the work and also completed Work Components as against the approved Cost, Time and Project Components. The WCR shall be submitted along with Final Work Accounts including return of unspent balance amount to ESIC within one month of settlement of work of the contractors / other agencies deployed on the project by PSU.
6. After Completion of all milestone, an assessment would be made regarding the total time covered in achieving all the milestone vis-à-vis the allotted time lines to each milestone till completion of the project. If it is found that PSU has taken time to complete the project more than mutually agreed time line, liquidated damages @ 1.5 % per month of delay (to computed on per day basis) subjected to 10 % of the project cost would be imposed on PSU.
7. The deduction of Water & Electricity charges would be imposed @ 1%, if water & electricity used by agency from the ESIC building.
8. The Defect Liability Period shall be one (1) year from the date of completion / Handing over of work.
9. Any other special specific work conditions to be incorporated at the time of approval of detail estimate.
10. For Final bill, Progress report, satisfactory Work Completion Certificate and Monthly Expenditure Statement duly signed by Account Officer/ Representative of Agency not less than the rank of Project Manager/Executive Engineer.
11. Any other document asked by ESIC Engineer



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3. Performance Guarantee: - The ARM Agency shall submit a performance guarantee for proper performance of the contract in the form of 5% (Five Percent) of Annual Budget Cost The performance guarantee should be valid for the duration of contact period plus 180 days. The performance guarantee can be encashed by the ESIC to recover any amount which is payable by the ARM Agency to the employer on any account for a cause arising out of the contract. In case the Contract Period of work gets extended, the contractor shall get the validity of Performance Guarantee extended, at his own cost; to cover such extended time for Contract Period.
4. Time period of contract
The Annual repair ,Maintenance &operation/ SR work shall be for a period of 12 months or as mentioned in the letter of commencement and shall start from the date as mentioned therein and shall stand terminated after the expiry of one year unless it is mutually extended.
5. Extension of Time of contract and Expansion of Scope of work
 - a) Annual repair, Maintenance &operation/ SR work contract may be extended on the written mutual consent of both Employer and Contractor for a further period of one year or part thereof on the same terms and conditions of this contract. However, ESIC reserves it's right to terminate the Annual repair, Maintenance &operation/ SR work by giving one month notice at any time during the currency of the contract if the services of the agency are not found satisfactory as per the opinion of ESIC or its representative. In case of emergent situation prevalent in the country, this contract can be extended up to period of three months unilaterally.
 - b) The scope of work under this contract can be increased/decreased accordingly on same terms and condition as per prevailing DSR/ NDSR (at the time of extension, if any) with rates will be applicable in contract.
6. Payment Procedure:- The funds for the ARM & SR works shall be released by the ESIC Hospital Kota to the ARM/SR Agency under in the following manner:-

1	Initial advance deposit after assignment of work and sanction preliminary estimate and sanction expenditure after submission of Bank Guarantee 5% for performance guarantee.	30% of the approved estimate either fully or in two installments within the quarter.
2	first installment after submission/sanction of visit report, requirement identifications, detailed estimate, etc. after compliance of procedure, instruction as defined in circular i.e. a. Setting up of service center, maintenance of log books for complaint rectification and restoration of services etc. b. deploying manpower of O&M of MEP equipment's as per user requirement and justifications. c. execution of periodical repairs and annual repairs i.e. replacement of glass, repair of doors, replacement of fixtures/fittings, painting, tiles etc.	30% of the approved estimate Subject to adjustment of advance of (1) (against submission of undertaking for compliance of: - Submission of Monthly statement of compliance made on ESI/PF, Wage register, Labour laws, other statutory compliance, monthly expenditure statement .
3	Second installment in the third quarter of financial year against submission of the statement of work done including submission of expenditure statement duly signed by Account Officer and Engineer i/c of agency. Evaluation of satisfactory performance by committee/user, statement of balance works	30% of the approved estimate Subject to adjustment of advance of (I) & (II) above



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	to be done as per detailed estimate against the work due for the year.	
4	Final Installment to be deposited before end of financial year after receipt of satisfactory completion of the work by user.	10% of the approved estimate after full settlement.

Note:- The Payment for Special repair works shall be released individual work wise only (As per A/A & E/S).

- The AGENCY will set up a separate wing in their organisation having both civil as well as Electrical units under one single authority to exclusively look after the Repair and Maintenance work of ESIC properties. The officer in – charge of this wing will be responsible for ensuring effective and proper Repairs & Maintenance of both civil as well as Electrical works. The estimates will also be submitted in respect of both civil as well as electrical works simultaneously indicating the items required to be executed under the two heads namely Electrical and civil separately.
- The AGENCY shall prepare the estimate for Annual Repair and Maintenance requirements for each property (or a group of properties if so desired by the ESIC) separately within the rates approved by the ESIC and submit the same to the Medical Superintendent , ESIC Hospital, Kota Rajasthan, indicating the specific items of work to be done by the AGENCY in a particular year, in consultation with the Custodian / Occupier of the concerned property / properties.
- The ESIC shall release initial deposit@ 30 % of the estimated amount required for Annual Repairs and Maintenance to the AGENCY after sanctioning of the estimate. The remaining amount of the estimate will be released only after receipt of the Expenditure Statements of the previous sanctions duly signed by the Accounts Officer and the Officer In – Charge of the Maintenance wing, created by the AGENCY for this work, accompanied by a certificate from the Occupier / Custodian of the property certifying satisfactory completion of the works done by the AGENCY.
- Though the norms of expenditure on Annual Repairs & Maintenance of the projects are based on the plinth areas and though the estimates are to be prepared accordingly, the funds released against the estimate shall also be utilized for maintaining external services of the concerned property / properties. However, in some cases of major external services where it is not possible to meet the expenditure on such external services from the plinth area norms of the buildings, a separate estimate for external services shall be prepared and submitted giving full justification for the need for framing such separate estimate. Funds shall be released against such estimate only if the ESIC is satisfied with the justification given by the AGENCY.
- The estimate for maintenance of electric installations, like water pumping system, Air – conditioning equipment's etc. would be framed on the basis of assessment of actual requirement. The actual requirement shall be supported with details of the labour and items for which the funds are required.
- The periodicity of attending the different items of work will normally be as specified in in the bid document unless otherwise ordered by the ESIC.



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13. The AGENCY or its authorised representative shall inspect each of the properties under its care and suggest means for proper maintenance of the property. This inspection should be completed within 3 months of the taking over of the property.
14. The AGENCY shall assist the ESIC in taking over the possession of the properties inter – alia from the previous agency and advise the ESIC on structural stability and other engineering aspects and take over possession of the same immediately with all inventory, etc.
15. The AGENCY shall make immediate arrangements for deployment of manpower for operation of various Electric installation, pumps, fire operator, DG sets, STP etc.
16. ARM agency shall be responsible for redressing and complying with the observations of CTE/ CVC, Auditors, Statutory Authorities, local Bodies, Municipal Corporation etc. pertaining to the work under intimation to ESIC. Providing all work-related information promptly to ESIC for replying to Parliament Questions, queries from various Constitutional & Statutory Authorities
17. The expenditure incurred by the AGENCY on account of the fee payable for Mandatory inspection of installation by the Civil Agencies and the Taxes levied by the Local Bodies will be outside the estimates for Annual Repairs and Maintenance and separate Bill shall be submitted for the same.
18. At the conclusion of the Financial Year, the AGENCY 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 AGENCY, along with a certificate of satisfactory completion of the work from the Custodian of the project. In case satisfactory performance during the current year, the contract can be further extended for a period of one year at the same rates and conditions under the ceiling amount prescribed.
19. At the commencement of the year, the AGENCY or its representative, along with the Custodian, will inspect the property, identify the Repairs and Maintenance needed and accord priority to the various items of works to be attended to during the year and completed and the AGENCY, as far as practicable shall strictly adhere to the priorities so fixed by the Occupier / Medical Superintendent, ESI Corporation.
20. The work of essential Repair and Maintenance and operation of essential services shall under no circumstances be held up for temporary delay in release of funds.
21. For each of the properties (or a group of properties so approved by the ESIC), the AGENCY or its representatives shall maintain a Complaint Book at the service Centre and all complaints will be got entered in the said book which shall be periodically seen by the Officers of the AGENCY and as soon as the work is completed, suitable remarks shall be given in the Register. This Register should also be periodically seen by the Senior Officer of the AGENCY and signed in taken of having seen the same. The book shall also be available for scrutiny of the Medical Superintendent of the ESIC and / or the Occupier of the property and of their representatives.
22. The AGENCY shall abide by the scheduled Rates as fixed by the ESIC from time to time for various cities.



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23. The AGENCY 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 AGENCY at its risk and cost.
The wages of the deployed labour falling under plinth area rates and manpower engaged for operating and maintenance of equipment's shall be governed by Minimum Wages Act along with the statutory provisions (like PF, ESI, etc. and other prevalent / mandatory regulations of the concerned State / UT). Monthly statement of the compliance made on ESI/EPF, Labour laws, other Statutory compliances etc. along with the supporting documents shall be submitted to the Medical Superintendent without fail by the maintenance agency.
24. 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.
25. GST / Labour Cess etc. if it becomes applicable on Centage / Departmental Charges subsequent to date of signing of agreement in case of the categorization/change in rates of ARM work as a “Service” by Central / State Govt. shall be first paid by the Construction Agency which shall then be reimbursed/paid as per actual without any Departmental Charges.
26. The AGENCY shall also register themselves as Principal Employer for necessary compliance with the provision of Contract Labour (Regulation & Abolition) Act, 1970 as applicable.
27. In case of the unsatisfactory performance of the AGENCY during the financial year, notice will be served for termination of the Agreement / MoU shall be taken up as per the clauses of the agreement by forfeiting the Performance Guarantee and the new Agency will be fixed at the risk & cost of the AGENCY.
28. The ESIC can withdraw the work from the AGENCY at any time after giving three months' notice without assigning any reason thereof and if the AGENCY wishes to discontinue the work of the Repair and Maintenance, the AGENCY shall give three months' notice of their intention to discontinue the work. In such an event, the ESIC will not accept any liability on account of workers engaged by the AGENCY and on any other account.

MUTUAL OBLIGATIONS: -

Agency shall be responsible for:

1. Carrying out comprehensive Repairs & Maintenance of Buildings and Services including Equipment's & Plants rendering specialized services with due diligence and within agreed timelines and cost.
2. Submitting Estimates for various types of Repairs & Maintenance works on time to ESIC for accord of A/A & E/S so that works are taken up on the ground as per schedule:
3. Manpower deployment schedule has to be prepared by the agency as per ESIC guidelines and in consultation with hospital authority.
4. Deployment of adequate manpower like electrician, DG Operator, HVAC Operator, Mason, pump operator, PSA Plant Operator, Plumber, Carpenter, Helpers, Mali, Sewer Man, Supervisor etc. so as to ensure the smooth functioning of the offices, Staff Quarter, Hospitals and maintenance of the buildings.
5. Manpower attendance register is to be maintained properly.



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6. Uniform, ID Card , tools,plants,required PPE have to be provided to each and every staff by the agency without any extra charges to be paid by ESIC.
7. The Working Staff should be professionally qualified and must be trained.
8. The contractor will carry out all preventive maintenance / Checks as per CPWD Specification and works procedure.
9. Intimating physical and financial Progress and up to date expenditure incurred along with Certificate of Utilization of Fund against Fund earlier released by ESIC.
10. Permitting ESIC to inspect or monitor the progress, either itself or through Third Party, as and when it desires for assessing actual progress, quality of works and any other aspects related to the works.
11. Certifying and making payment of Bills of the Contractors / Agencies engaged by them and making available Final Statement of Accounts in Standard Format to ESIC, Copies of Final Bills for all Contract Packages and other expenditure incurred, after the completion of the work. In addition, whenever ESIC asks for any other details from agency regarding Utilization of Fund, copies of detailed sanctioned Estimates/ Technical Sanctions, Award of Works, Running Bills etc., the same shall be provided by agency readily to ESIC.
12. Ensuring that its Contractor(s) implement required Health, Safety & Environmental (HSE) practices at the ARM Sites and they also comply with all statutory obligations related to workmen deployed at the Site like compliance of Labour laws, minimum wages as per CLC rates revised time to time , ESI, EPF & Bonus,NFH etc. Agency will act as Principal Employer in respect of all Statutory Obligations related to workmen deployed at the site in execution of the work.
13. Obtaining necessary Statutory Approvals / Permission / Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like Municipal Corporation, Town Planning Board, Electricity Board / Fire Department, State / Central Pollution Control Boards, State / Central Environmental Authorities etc. as applicable.
14. Managing the works effectively and efficiently to ensure its timely completion with due diligence as per direction of ESIC Authorities in terms and conditions of Agreement including taking all require pro-active measures to contain Time and Cost Overruns by providing stringent and elaborate enforceable Clauses to this effect in the Contract documents of its Contractors for achieving the objective of completing the works with due diligence and within the approved cost and scheduled time.
15. Submitting Works Completion Report (WCR) duly bringing out the Final Cost as against the approved Cost. The WCR shall be submitted along with Final Works Accounts including return of unspent balance amount to ESIC within one month of settlement of final bills of the contractors / other agencies deployed by agency.
16. Intimating ESIC about any excess expenditure likely to be incurred over and above the approved estimate and also about possibility of Time Overrun as soon as it comes to its knowledge along with reasons and justifications thereof for necessary approvals from ESIC before committing / incurring the extra / additional expenditure.
17. Monitoring of Projects from start to completion effectively & efficiently.
18. Observing due diligence and adopting all possible pre-emptive measures at various stages of project execution so as to avoid arbitration / litigation and other hindrances for completing the work within optimum cost and time in hassle free environment.
19. Defending all Arbitration and Court Cases arising out of execution of the works and examining the Arbitration Award/Decree of Court of Law/Tribunal by appropriate authority in agency and forwarding the same along with a comprehensive report on the circumstance leading to the Arbitration/Court cases and the reasons and justifications as to why an appeal against such award/decreed was not considered necessary, briefing out inter-alia, details of the



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award and clear-cut recommendations. The decision of the competent authority in agency to accept the award or challenge the same in a Court of Law will be binding on the ESIC.

20. Agency will take all necessary actions to complete the works timely. However, for inordinate delay caused in the works liquidated damages have to be levied / recovered. Based on the established procedure to levy penalty on their contractors / agencies for recovering liquidated damages from them as per the GCC or other contract conditions applicable in agency. The liquidated damages recovered from the contractors for delay, if any, shall be credited to ESIC in the project accounts. As further agreed by Agency, more stringent terms and conditions over and above usual stipulated provisions of agency standard contract documents, shall be inserted as additional / special condition in the contract document with contractors so as to complete the works timely. If at any time, it appears to ESIC that the actual progress of the work does not confirm to the approved program referred above and initiated to agency by ESIC, detailed reasons and justifications for such delay shall have to be provided by Agency, which shall be examined by ESIC for re-scheduling the timeline, if any.

21. All emergent Repair and Maintenance related complaints shall be attended to within twenty-four hours and routine/ non-emergent repairs shall be attended within 48 hours, falling which a recovery of Rs. 200.00 per event per day shall be made from the subsequent payments to the agency.

22. In the event of failure to attend the complaint within 03 days, The Authorized officer of ESIC will get the work done at the risk and cost of the agency and expenditure incurred will be deducted from the subsequent payment of the agency.

23. The Agency shall compensate ESIC for any losses incurred by theft, illegal or fraudulent activities of the manpower deployed directly or through his contractor.

24. Agency will have to make the provision of water and electricity charges in their sub contract as per CPWD work procedure, otherwise 1 % for water and electricity charges will be deducted from their bill.

25. The ARM Agency shall meet all the expenses under "Lumpsum Centage/Departmental Charges" payable to them and record a certificate to this effect in the Final Expenditure Statement. Items of expenditure on supervisory staff/Officers, travelling/conveyance expenses etc. of their staff/officers and regular establishment expenditure of the ARM Agency shall be met out of the Lumpsum Centage/Departmental Charges payable to them.

26. An Engineer at responsible position shall be positioned at ESIC Hospital Kota by the PSU for proper monitoring of the assigned ARM/SR works and smooth maintenance of the ESI establishments. Fortnightly/Monthly meeting with appointed agency to be ensured by Medical Superintendent for coordination and sorting out issues and tasks of ARM/SR. Engineering setup including number of officers, with their location, reporting etc. (to be deployed) details to be provided in detail by appointed agency including list, contact details to ESIC concerned Hospital before award of work.

27. Any items which are not approved in the estimate however required as per the site conditions same to be executed by the ARM/SR agency as per the direction of Medical Superintendent/Engineering In charge.

ESIC shall be responsible for:-

1. Approving Scope, Plans, Initial and Revised Estimates, Timelines and other proposals submitted by agency.
2. Intimating Details, Special Requirements / Features and Broad Specifications for specialized Equipment's and Plants for facilitating execution of works by agency.
3. Providing required assistance to agency for carrying out the comprehensive Repairs & Maintenance Works.
4. Releasing Fund to agency based on their request and in terms of the Agreement.



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5. Providing required assistance to agency for obtaining necessary Statutory Approvals / Permission/Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like Municipal Corporation, Town Planning Board, Electricity Board / Fire Department, State / Central Pollution Control Boards, State / Central Environmental Authority etc. as applicable.
6. Space to be provided to agency by ESIC free of cost for setting up of Office as per approval of competent authority of ESIC till maturity / completion of work.
7. Providing security clearance for agency staff / contractors and their workers for working at site incase these are required.
8. Settling of final claims which may be decreed by a Court of Law, Tribunal or by award of an Arbitrator in relation to the deposit work, based on recommendations of agency and commensurate actions taken by them.
9. Permitting free access to agency appointed Contractors' Materials and Workmen to the site of work and also helping agency in taking connections for electricity and water required for carrying out works inside the premises/complex.
10. Drawings of the premises will be provided by the ESIC to the agency, if available in ESIC Office

29. 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 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 interpretation thereof :-

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

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

For and on behalf of PSU

Signature:

Name:

Designation:

Witness 1

Signature:

Name:

Designation:

Date:

For and on behalf of ESIC

Signature:

Name:

Designation:

Witness 2

Signature:

Name:

Designation:

Place:



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Annexure – V

INTEGRITY PACT

To,

.....,

.....,

.....

Sub: - Annual Repair, Maintenance & Operation (ARMO) of ESIC Hospital Kota With Staff quarters including services, operation/ Maintenance of equipment's and plants along with provision of Special Repair (SR) Work of same on as and when need basis at ESIC Hospital Jhalawar Road, Kota -324005 (RJ).

Dear Sir,

It is here by declared that ESIC is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the ESIC.

Yours faithfully

Medical Superintendent,
ESIC Hospital Kota



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INTEGRITY PACT

To

**The Medical Superintendent,
ESIC Hospital Kota , Jhalawar Road
Kota-324005 (Rajasthan)**

Sub: - Annual Repair, Maintenance & Operation (ARMO) of ESIC Hospital Kota With Staff quarters including services, operation/ Maintenance of equipment's and plants along with provision of Special Repair (SR) Work of same on as and when need basis at ESIC Hospital Jhalawar Road, Kota -324005 (RJ).

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)



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(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Medical Superintendent, ESIC Hospital, KOTA.)

INTEGRITY AGREEMENT

This Integrity Agreement is made at on date

BETWEEN

MEDICAL SUPERINTENDENT, ESIC HOSPITAL , JHALAWAR ROAD, KOTA (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 PSU/Govt Org./Company)through
..... (Details of duly authorized signatory)

(Hereinafter referred to as the "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: - Annual Repair, Maintenance & Operation (ARMO) of ESIC Hospital Kota With Staff quarters including services, operation/ Maintenance of equipment's and plants along with provision of Special Repair (SR) Work of same on as and when need basis at ESIC Hospital Jhalawar Road, Kota -324005 (RJ).

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



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following principles:

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall 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



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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



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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 6 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.



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Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and Jurisdiction is the Medical Superintendent, ESIC Hospital, KOTA 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
Medical Superintendent ESIC Hospital Kota)

(For and on behalf of Bidder/PSU)



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FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

Annexure- VI

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

1. We..... (hereinafter referred as to "The Bank" hereby) (indicate the name of the bank) Undertake to pay to the Employees' State Insurance Corporation an amount not exceeding Rs..... (Rs..... Only In Words) on demand by the Employees' State Insurance Corporation.
2. Wedo hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Employees' State Insurance Corporation stating that the amount claimed is required to meet the recoveries due or likely to be due from the Second Party. Any such demand made on the Bank shall be conclusive as regards the amount due and the payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rs only IN WORDS)
3. We, the said bank further undertakes to pay to the Employees' State Insurance Corporation any money that is demanded notwithstanding any dispute or disputes raised by the Second Party in any suit or proceeding pending before any court or Tribunal relating thereto, a liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of a liability for payment there under and the Second Party shall have no claim against us making such payment.
4. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would take for the performance of the said agreement and that it shall continue to enforceable till all the dues of the Employees' State Insurance Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or Engineer-in-charge on behalf of the Employees' State Insurance Corporation certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Second Party and accordingly discharges this guarantee.
5. We (indicate the name of Bank) further agree with the Employees' State Insurance Corporation that, the Employees' State Insurance Corporation shall have the fullest liberty without our consent and without 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(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employees' State Insurance Corporation against the said Second Party and to bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Employees' State Insurance Corporation or any indulgence by the Employees' State Insurance Corporation to the said contracts or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank of the contractor.
7. We..... Lastly undertake not to revoke this guarantee except with the previous consent of the Employees' State Insurance Corporation in writing.
8. This guarantee shall be valid up toUnless extended on demand by Employees' State Insurance Corporation. Notwithstanding anytime mentioned above, our liability against this guarantee is restricted to Rs (Rs only) and unless a claim in writing is lodged with us within six months of the date of expiry of the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated..... Day ofFor (indicate the name of Bank)