



ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ)
(Ministry of Labour & Employment, Government of India)

Diamond Harbour Road, Joka, Kolkata - 700104

Phone: 033-24671764/2799/6280

Web Site: www.esic.nic.in

<https://eprocure.gov.in/eprocure/app>, e-mail:- support-eproc@nic.in

Notice Inviting Tenders (NIT) for engaging PSUs
as
Project Management Agencies (PMC)
for
Execution of Special Repair Works on deposit basis

Issued by

(Dean)

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(Ministry of Labour & Employment, Government of India)
Diamond Harbour Road, Joka, Kolkata - 700104

EXPRESSION OF INTEREST

The Dean of ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ), Diamond Harbour Road, Joka, Kolkata – 700104 invites open online bids from Public Sector Undertakings (PSUs) set up by Central/State Government or any other Central/State Government Organization/PSUs notified by MoUD Bodies for taking up Special Repair Works for Properties and Infrastructure of ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ) on Centage Charges in percentage basis on Deposit mode of Work execution basis.

1. Details are given below:

NIT/EOI No.	412.W.17/13/SR/PSU/24-Part1
Name of work	Special Repair Works for Properties and Infrastructure of ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ), Joka
Client/ Owner	EMPLOYEES' STATE INSURANCE CORPORATION
Date of Publishing for Online bid	01.04.2025
Date of Bid Document Download Starts from	01.04.2025
Date of Bid Submission Starts from	01.04.2025
Date of Pre-Bid Meeting and Time	07.04.2025 at 2:00 PM
Date of Bid Submission Ends on	21.04.2025 up to 2:00 PM
Technical Bid Opening Date and Time	22.04.2025 at 2:30 PM
Date and Time of opening of Financial Bid	Will be communicated separately to the qualified bidders.
Contract Period	12 Months period (further extendable for 01-year Period based on the satisfactory performance of Agency & mutual consent).
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-9: Financial Bid.

Note: Wherever the word "ESIC" is mentioned it refers to Dean/ ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ).

2. The intending bidder(s) must read the terms and condition carefully. They should only submit their bid if eligible and in possession of all the documents required.
3. Information and instructions for bidders available in document shall form part of agreement.
4. The bid document consisting of instructions to bidders, scope of work and other conditions to be compelled is available at the website <https://eprocure.gov.in/eprocure/app>.
5. Construction Agency must ensure to quote rate in percentage only in appropriate column upto 2 (two) decimals and these decimals should be greater than Zero.
6. Notwithstanding anything stated above, ESIC reserves the right to assess the capabilities and capacity of the bidders to perform the contract in the overall interest of ESIC.
7. 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.
8. The bidder(s), if required, may submit questions in writing to seek clarifications 24 Hrs before the notified pre-bid meeting date, to the Dean, ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ), or may visit the said office during the office hours on working days, Contact No 033-24671764/2799/6280 and submit.
9. Pre-bid conference shall be held on date, time and place as mentioned in the Notice to clarify queries of intending bidders for submission of bid for the work to be undertaken.
10. 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.

11. Set of Bid Documents:

The following documents will constitute set of tender documents:

SECTION-1	Notice Inviting Bid
SECTION-2	Important Instructions to the Bidders regarding online Bid submission
SECTION-3	Qualifying Criteria for Bidders, Disqualification, Documents to be uploaded, Documents to be furnished
SECTION-4	Instructions to Construction Agency/Bidders
SECTION-5	Tentative Scope of Works
SECTION-6	Acceptance of Bid Condition
SECTION-7	Undertaking
SECTION-8	Technical Bid Performa
SECTION-9	Financial Proposal
SECTION-10	Form of Performance Security / Bank Guarantee Bond
SECTION-11	MoU

12. Bidding Process

Bidding Process consists of two stages i.e. Stage-I and Stage-II.

In Stage-I, bidders are required to upload documents pertaining to Qualifying Criteria as mentioned in SECTION-3 along with their bid. Technical Bid is opened first, and bids are evaluated based on documents uploaded by the respective bidders for Qualifying Criteria. Only uploaded documents along with Bid is considered for evaluation of Technical Bids.

In Stage-II, financial bids of qualified bidders, who met the qualifying criteria as mentioned in SECTION-3, are opened on the prescribed date and time in the presence of representatives of bidders.

L-1 Construction Agency Whose Centage are found lowest shall be considered for award of work after due process and approval of the Competent Authority.

13. Mode of Submission

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

- a. Letter of acceptance of terms and conditions of bidding document in the prescribed format as per SECTION-6 and undertaking as per format given in SECTION -7.
- b. Certificates of Works experience and other documents for annual turnover and other documents of bidder PSU/Govt. Agency for undertaking works required to establish fulfilment of qualifying criteria.
- c. Bid documents downloaded from website to be signed on each page by authorized representative along with Financial Bid / Proposals (SECTION-9) quoted with Centage Charges shall be uploaded.
- d. Authority letter issued by the Competent Authority i.e. CMD/MD/Chairman for signing the bid document.
- e. No Proposals/Documents will be received / uploaded after the prescribed date & time.
- f. Financial Bid of only qualified bidders shall then be opened on prescribed date in presence of bidders or their authorized representatives.

14. The bid for the works shall remain open for acceptance for a period of **90 days** from the last submission of bid including the extension given, if any. In case any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the ESIC, ESIC shall, without prejudice to any other right or remedy, be at liberty to debar them from the participation. Further, they shall also not be allowed to participate in the re-bidding, if any.

15. 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.

16. 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.

17. 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, /Contract Agreement/MOU and Bid Document. The bidders shall be deemed to have gone through the various condition while making/ preparing their proposal & submitting the Bid.

18. 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.

19. The agency should familiarized themselves with local conditions and take them into account in preparing their proposals. Agencies must visit the site before submitting the proposal.

Sd/-
(Dean)

Instruction for Online Bid Submission

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

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

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

REGISTRATION

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

SEARCHING FOR DOCUMENTS

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

PREPARATION OF BIDS

1. Bidder should consider any corrigendum published on the tender documents before submitting their bids.
2. Bidder to go through the tender advertisement and the documents carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid

documents may be scanned with 100dpi with black and white option which helps in reducing size of the scanned document.

4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

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

ASSISTANCE TO BIDDERS

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

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

I. Eligibility Criteria for Bidders

- i. Bidder must be a Public Sector Undertaking set up by the Central Govt or State Govt to carry out Civil and Electrical Works.
- ii. The Public Sector Undertaking (Central/State) qualifying under Rule 133 (3) of GFR 2017 are only eligible to participate in the bidding process.
- iii. The agency must be having work experience of executing similar nature of works and quantum as described in Scope of Work in Section-5 (Such as, Special Repair of existing hospital, academic and allied buildings during the last 7 financial year.)

**Similar work means execution of Special Repair of Hospital, Academic, allied building and services, Electrical Sub Station, HVAC, Civil, Electrical works, Waterproofing etc. as described in the tentative scope of work given in section-5.

II. Disqualification:

Even though any bidder may satisfy the above requirement, he would liable to disqualification if he has:

- (i) Made misleading or false representation or deliberately suppressed the information in the forms statements and enclosures required in the eligibility criteria documents
- (ii) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/ weaknesses etc.

III. List of Documents to be uploaded

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

1. Registration, Memorandum, Government Order, MoUD Notification (if applicable-Eligibility Criteria- Clause- i, sub clause-b).
2. Certificate of Registration for ESI & EPF, (if applicable-Undertaking may be given).
3. Certificate of Registration for Goods and Service Tax (GST).
4. PAN/TAN Card.
5. CA Certificate for Net Worth of the Govt. Agency as on 31st March of Financial Year 2021-22, 2022-23 & 2023-24.
6. Balance Sheet and Profit and Loss Statement/ Financial Statement of Account for Financial Year 2021-22, 2022-23 & 2023-24 along with CA Certificate with seal and registration indicating financial turnover of bidder during aboveperiod.
7. An undertaking as per SECTION-6 & 7.
8. Technical Bid Proforma as per SECTION-8.
9. Govt Agency Centage/Service Charge as per format "SECTION-9".
10. Acceptance of MOU/Agreement & Signing of Agreement for respective Hospitals/Offices.

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

IV. Documents to be furnished for Evaluation of Bids:

- i) Attested copies of Registration, Memorandum, Government Order, MoUD Notification (if applicable- Eligibility Criteria- Clause- i, sub clause-b).
- ii) Copies of certificates in respect of execution/completion of similar works to establish eligibility as mentioned Para- I(iii) of **SECTION-3**.
- iii) Certificate from Chartered Accountant mentioning financial turnover of last 3 (three) years to establish eligibility as mentioned Para-III (5) of this section. ESIC reserves the right to seek further details beyond date of opening of bid pertaining to qualifying criteria.
- iv) Details in form of the chart mentioning the strength of the organizational setup in the respective state where the SR works to be undertaken.
- v) Undertaking to submit the Performance Guarantee as stipulated in the bid in the form of Bank Guarantee and to sign an MoU/Agreement as per the **SECTION-6 & 11**.
- vi) All the above documents and relevant documents to signed by Authorized person as stipulated in **clause 13(d)** of NIT/EOI.

**INSTRUCTIONS TO GOVT. CONSTRUCTION AGENCIES, CENTRAL / STATE
PSU's**

I. GENERAL INSTRUCTIONS

- (i) The Govt. Construction Agencies are required to quote Centage Charges in percentage (%) up to two decimal places for rendering SR Works. Conditional Tender/EOI bid shall summarily be rejected.
- (ii) The payment of Centage / Govt Agency Fee shall be capped at quoted rate multiplied by Estimated Cost / Contract Awarded Cost declared after bidding process for specific SR Works i.e. no additional fee shall be payable for increase in cost over and above the Estimated Cost / Contract Awarded Cost (declared at the time of bidding).

In case of actual expenditure of SR Work being less than the Estimated Cost / Contract Awarded Cost, the Centage / Services Fee shall be paid based on such actual / reduced cost.

- (iii) The works shall be executed by successful Govt. Construction Agency/PSU on Deposit Work basis in terms of Memorandum of Understandings (MoU). **MoU is enclosed at SECTION-11.**
- (iv) Contingent expenditure, if any, shall have to be met by Govt Agency/PSU themselves out of their Govt Agency Fee / Centage.
- (v) MoU/Contract Agreement shall be signed between ESIC and the eligible selected Govt. Agency/PSU within 15 days after the acceptance of their bid by ESIC on prescribed format which is being given in the bid document. All the documents of the bid shall form part of the Contract Agreement for the respective sites.
- (vi) The SR Works shall be executed by Govt. Construction Agency/PSU in accordance with GFR norms, CVC guidelines, CPWD specifications, NBC, BIS standards, IE Rules as amended up to date and with sound engineering practices and also by observing due diligence in all respects.
- (vii) Govt. Construction Agency/PSU is expected to familiarize themselves with the local conditions and effects of terms and conditions of relevant MoU/Contract Agreement before submitting the financial bid for Centage charge, which once quoted, shall not be increased under any circumstances, whatsoever.
- (viii) Tentative timeline for implementation of various kinds of SR Works require to submit during further course of Action Plan while submitting estimate.
- (ix) Govt. Construction Agency/PSU has to submit necessary bonds/guarantee paper/certification/undertaking of Specific Works as per CPWD Norms.
- (x) It may be noted that there are appropriate provisions in the MoU for imposition of penalty / recovery of liquidated damages in the event of progress delays and for not adhering to the mutually agreed timelines.
- (xi) 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, if required, shall be decided

by the Dean, ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ).

- (xii) The bid shall be submitted online by Govt. Construction Agencies **by** till PM through CPP Portal only.
- (xiii) The bids shall be opened in ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ), Diamond Harbour Road, Joka, Kolkata – 700104 at PM on2025 in the presence of representatives of Govt. Construction Agencies, if they wish to be present.
- (xiv) The Centage charges quoted by a Govt Agency will be considered only if the Govt Agency is found qualified as per the Eligibility Criteria- I, **at page No. 8**. In case the lowest quoted Govt Agency charges of two or more qualified participating firms is the same, then the work would be awarded through the lottery system on the same rate. Date & time of drawing lottery will be intimated to such firms separately.
- (xv) ESIC reserves the right to verify the particulars, furnished by the bidder independently and if any information furnished by the bidder is found incorrect at a later stage, the Govt Agency shall be liable to be debarred from tendering / taking up works in ESIC.
- (xvi) 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.
- (xvii) Centage Charges means Project Management Consultancy (PMC) charges to be paid to the Govt. Construction Agency by ESIC for rendering specific services, based on actual SR Work cost or Estimated Cost / Contract Awarded Cost, whichever is lower. Estimated Cost of Work shall inclusive of all applicable Taxes, levies, Cess, etc.
- (xviii) The SR Work will be awarded for ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ), Diamond Harbour Road, Joka, Kolkata – 700104 , but the specific SR Work would be executed only as and when the work arises and after getting approval of the competent authority for the said SR work.
- (xix) As and when the work arises, ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ), Diamond Harbour Road, Joka, Kolkata – 700104 will request the PSU for submitting the estimate alongwith the Design and Drawing for the said SR Work and after vetting of the said estimate, Administrative Approval (A/A) and Expenditure Sanction (E/S) will be given to PSU for execution of the said SR Work by following the due procedure.
- (xx) After ascertaining the entire gamut of the SR Works needs, Govt Agency shall prepare detailed estimates in r/o various types of SR works above based on CPWD Norms / yardsticks and Standard Engineering practices and submit to ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ), Diamond Harbour Road, Joka, Kolkata – 700104, along with all relevant documents, justifications, drawings, photographs etc. for accord of Administrative Approval and Expenditure Sanction (A / A & E / S) by ESIC.
- (xxi) For any excess beyond 10% of the original sanction cost, the second party shall submit a revised estimate/deviation statements alongwith due justification for consideration and approval of the revised cost by first party. The revised estimate shall be submitted immediately when the second party discovers that there would be excess beyond 10% and if this is not possible, within one month of the completion of the work provided always that the first party shall have the right to accept or reject the revision in full or in part after due opportunity to the second party.

- (xxii) Govt. Construction Agency/PSU shall be responsible for obtaining licenses/approval and permits to carry out all the works and also after completion of works wherever applicable.
- (xxiii) The fund for carrying out various types of Special Repair works shall be released to Central / State Government Organizations / Public Sector Undertakings (PSU) by ESIC in the following manner:

Types of Works	Quantum / Mode of release of Fund
Special Repair Works for Properties and Infrastructure of ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ)	<ul style="list-style-type: none"> ➤ 30 % of sanctioned estimate amount as initial deposit within 30 days of A/A & E/S and after the submission of request/demand by Govt. Agency. ➤ Second installment of 30% of sanctioned estimate amount based on expenditure statement & certificate regarding utilization of 80 % of earlier released fund by Central / State Government Organizations / Public Sector Undertakings (PSU). ➤ Third installment of remaining 30% of sanctioned estimate amount based on expenditure statement & certificate regarding utilization of 80 % of earlier released fund by Central / State Government Organizations / Public Sector Undertakings (PSU). ➤ 10% final installment on production of final expenditure statement.

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

- (xxiii) The bid submitted shall become invalid/ rejected if:
- a) The bidder is found ineligible vis – a – vis eligibility criteria at Para No. **I & IV of SECTION-3**.
 - b) Any discrepancy noticed in uploaded Document of bidders.
- (xxiv) The Govt Agency centage charges will be considered, if the Govt Agency/PSU is found Technical qualified as per the eligibility criteria as per Para I Page No. 8 then only Financial Bid of Centage / Service Charges by Concerned Govt. Agency will be opened on pre-decided date and same will be informed to qualified Govt. Agency.
- (xxv) Defects Liability Period shall be of **One Year** after completion of respective SR Work. The Defects Liability Period begins at Completion of SR works and ends after Defects Liability Period. If any defect or defects appear and/or is observed by the Engineer of ESIC Office or reported by the authority concerned of the hospitals, during the Defects Liability Period, a notice will be given to the Govt. Construction Agency/PSU before the end of the Defects Liability Period. Every time notice of Defect/Defects is given, the Govt. Construction Agency/PSU shall rectify the notified Defect/Defects at his own cost within the length of time specified in the notice. The Defects Liability Period shall be extended for as long as Defects remain to be rectified after the Defects Liability Period. If any defect or defects are not rectified within length of time specified in the notice, Competent Authority of ESIC shall be

at liberty to rectify the defect or defects as the case may be at risk and cost to the Govt. Construction Agency/PSU. The cost of such rectification shall be recovered from amount of Performance Security/Balance Retention Money available with the ESIC or from any amount due to the Govt. Construction Agency/PSU. The Performance Security/Balance Retention Money shall be released when the Defect Liability is over and the Engineer of ESIC Office certifies that the Defects, if any, notified, have been corrected and that the SR Work has satisfactorily carried out.

(xxvi) Dean, ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ), without being liable for any damages, reserves the right to accept or reject any bid or to annul the whole financial bidding process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders, whatsoever.

(xxvii) Brief Description and scope of work as per details given in Section-05.

(xxviii) The agency shall have to obtain Architectural, Structural and Engineering Consultancy Services from the appropriate qualified firms/ professionals, as may be required in the framing of estimate and/or execution of works, as per the nature and requirement of individual works. No additional charges/ fees shall be paid for the same by ESIC.

1.1 Conflict of interest

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

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

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

1.1.3 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.

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

1.2 Fraud and Corruption

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

(a) Defines, for the purpose of this paragraph, the terms set forth below: "Corrupt Practice" means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection process or in contract execution;

“Fraudulent Practice” means a willful misrepresentation or omission of fact of submission of fake/ forged documents in order to influence a selection process or the execution of contract;
“Collusive Practice” means a scheme or arrangement whether formal informal, between two or more Cas with or without the knowledge of the ESIC, designed to establish prices at artificial, non-competitive levels, submission or non-submission of Bids;
“Coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.

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

1.3 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.

2. CLARIFICATION AND AMENDMENT OF BID DOCUMENTS

- 2.1 Govt. 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 emails address i.e. **deanpgi-joka.wb@esic.nic.in** The ESIC will respond in writing, or by standard electronics means and will send written copies of the response (including an explanation of the query but without disclosing the source of query) to all Construction Agencies. Should the ESIC deem it necessary to amend the bid documents as a result of a clarification or any other reasons it shall do so following the procedure under para 2.2.

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

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

3. PREPARATION OF BID PROPOSAL

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

3.3 Documents pertaining to Qualifying Criteria

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

3.4 Financial bid Proposals

Bid documents duly signed on each page by person duly authorized along with Financial Bid as per **SECTION -4** duly quoted shall be uploaded/ filled in online (whichever provision) Provided in CPP Portal) and shall not include any commercial or technical condition/information. **Conditional bid shall be rejected summarily.**

4. SUBMISSION, RECEIPT AND OPENING OF BIDS

- 4.1 The original bid including Financial Bid, shall contain non-interlineations or overwriting, except as necessary to correct errors made by the Construction Agency. The person who signed ender documents must initial such corrections.
- 4.2 An authorized representative of the Construction Agencies shall only sign the bid documents. The authorization shall be in the form of a **legally enforceable written power of attorney duly authorized as mentioned in clause no. 13(d) of NIT/EOI** and shall be submitted along with bid.
- 4.3 The ESIC shall open the bid containing documents pertaining to Qualifying Criteria after the deadline and for verification from the originals if any, the Financial bid shall remain securely stored.

5. BID EVALUATION

5.1 Evaluation of Qualifying Criteria

Qualifying Criteria shall be examined and evaluated by the Committee duly constituted by competent authority based on documents uploaded on CPP portal. No documents furnished or made available after last date of submission of bid shall be considered for evaluation for meeting qualifying criteria for opening of financial bid.

5.2 Evaluation of Financial Bid

- 5.3.1 After the Qualifying Criteria evaluation is completed, the ESIC shall notify in writing to those Construction Agencies who have qualified. Construction Agency's may attend the opening of Financial bid however the same is optional.
- 5.3.2 The Financial bids of the qualified Construction Agencies shall then be opened in the presence of the Constructions 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.
- 5.3.3 The final selection shall be based on evaluation of the bids by the Committee constituted for the purpose.

6. AWARD OF CONTRACT

- 6.1 The work shall be generally awarded to the L-1 Construction Agency whose Centage Charges are found lowest as per due process subject to terms and conditions.
In case the Lowest quoted Centage Charges by Construction Agency of two or more participating firms is the same, in spite of condition mentioned at clause no.5 of the NIT/EOI, the decision of the Dean, ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ), will be final on the process/mode of selection.

The successful bidder shall have to execute the MoU as per Standard MoU attached with the bid document as **SECTION-11**. The Scope of work is mentioned in Section-05

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

- 6.2 The successful Govt. 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

milestones indicated for completion of such activities in the Standard Contract Agreement forming part of Bid Document for consideration and approval by the ESIC. This approved schedule/network shall be pre-requisite for signing of the Contract Agreement and shall form part of the Contract Agreement.

- 6.3 **Performance Bank Guarantee:** The successful agency shall submit performance guarantee in the form of Bank Guarantee @ 5% of individual sanctioned estimated amount and to be kept valid for one and half year from the date prescribed in the bid or adjustment of expenditure statement for the year of the work awarded, whichever is earlier.

7. **CONFIDENTIALITY**

Information relating to evaluation of bids and recommendations concerning award shall not be disclosed to the Construction Agencies who submitted the tender or to other persons not officially concerned with the process. The undue use by any Construction Agency of confidential information related to the process may result in the rejection of its tender and may be debarred from participating in future tenders.

8. **Default of Contractor:** If the performance of the contract is not satisfactory and not corrected within 15 days of receiving notice, then Dean, ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ), shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Agency.
9. **Amicable Settlement of Disputes:** The party shall use their best efforts to settle amicably all disputes arising out of or in connection this contract or the interpretation thereof.
10. **Disputes:** Any dispute and differences relating to the meaning of the specifications designs, drawings and instructions herein before mentioned and as to 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.

Brief Description & Scope of Work

Employees' State Insurance Corporation (ESIC) is an Statutory 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 MoU for execution of Special Repair Works for Properties and Infrastructure of ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ), Joka. 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:

Special Repair Works for Properties and Infrastructure of ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ), Joka

The Details of built-up area of the building infrastructures for which the Special Repair works proposed to be undertaken as following: -

Sl No.	Description of Buildings	Floor s/ Stori ed	No of Blo cks	Year of Comple tion	Plinth area at Ground Level in SQM	Total Plinth Area in SQM
A. Old Buildings						
1	Hospital Building (Old/Running)	G+9, G+2, G+1, G	1	1994	4001.42	20818.00
2	OPD Pharmacy	G	1	1994	248.40	248.40
3	OPD Canteen	G+1, G	1	1994	308.53	308.53
4	Branch Office Behala	G+1	1	1994	149.94	299.89
5	AC Plant	G	1	1994	249.91	249.91
6	Old Quarter Type-A	G+3	4	1994	703.00	2814.95
8	Old Quarter Type-C	G+3	5	1994	584.78	2339.09
B. New Buildings						
1	Hospital Building (Annex/New)	G+9	1	2015	2691.00	26910.00
2	Electricity Sub-station	G	2	2015	559.79	559.79
3	New Quarter Type-A	G+12	1	2015	231.91	3014.88
4	New Quarter Type-B	G+15	1	2015	464.00	7424.00
5	Hostel Boys	G+15	1	2015	945.00	15825.00
6	Hostel Girls + Basement	G+15	1	2015	945.00	15825.00
7	Nursing College /Admn. Block	G+3	1	2015	1114.59	4458.34
8	Auditorium/Communi ty Centre	G+2	1	2015	1299.52	3898.55

9	Medical College	G+7	1	2015	3244.00	25952.00
10	Mortuary	G	1	2015	375.86	375.86
11	Club cum Guest House	G+9	1	2015	515.81	5158.08
12	Workshop	G	1	2015	287.89	287.89
13	Canteen	G	1	2015	210.00	210.00
14	STP/ ETP	G	1	2015	209.92	209.92
15	UG Tank	G	1	2015	199.93	199.93
					Total (SQM)	1,37,388.02

***Areas mentioned above are indicative and for actual assessment of areas/site conditions etc., agencies shall visit the sites for preparation of estimates with adequate data.**

1. The major plants and equipment's to be undertaken for Maintenance & Operations of equipment's and installations: (for illustration only)

S.L.NO	Type of Equipment	Capacity
1.	33kV/ 440V Sub – Station1	Transformer (Dry Type) – 5 nos @ 1600 KVA
2.	33kV/ 440V Sub-Station 2	Transformer (Dry Type) – 1 nos @ 1600 KVA
3.	DG sets	4 nos @ 1500 KVA 3 nos @ 1250 KVA 3 nos @ 500 KVA 2 nos @ 250 KVA 1 nos @ 125 KVA
4.	Solar Water Heater	
5.	Window /Split Type AC Units	>250 Nos. approx.
7.	Fire Fighting systems (Wet Riser cum sprinkler systems)	1.100 HP / 75 KW Main Fire Hydrant & Sprinkler Pumps & Motors 2 Nos 2.20Hp /15 KW Fire Hydrant & sprinkler Jockey Pumps 2 Nos. 3.Diesel Engine with Pumps for Fire Hydrant & Sprinkler system 1 Nos 4. 75 HP / 55 KW Main Fire Hydrant & Sprinkler Pumps & Motors 2 Nos 5. 12Hp /9.3KW Fire Hydrant & sprinkler Jockey Pumps 2Nos. 6. Diesel Engine with Pumps for Fire Hydrant & Sprinkler system 1Nos.
8.	(Fire Alarm system, PA system & CCTV)	New Hospital Building 5 loop Panel and 2481 Nos. Detector & Device with PA System New Hospital Building 2 loop FDA Panel and 2481

		Nos. Detector &, Device with PA System
		Admin Building 2 loop FDA Panel and 482 Nos. Detector &, Device with PA System
		Medical Collage Building 8 loop FDA Panel and 3324 Nos. Detector &, Device with PA System
		Medical Collage Building the 5 loop FDA Panel and 3334 Nos. Detector &, Device with PA System
		Medical Collage Building 2 loop FDA Panel and 2481 Detector &, Device with PA System
		Medical Collage Building 2 loop FDA Panel and 2481 Nos Detector &, Device with PA System
		Auditorium Building 2 loop FDA Panel and 71 Nos Detector &, Device with PA System
		Mortury Building the 2 loop FDA Panel and 14 Nos Detector &, Device with PA System
		Canteen Building the 2 loop FDA Panel and 16 Nos Detector &, Device with PA System
		Hostel North (Boys) Building the 2 loop FDA Panel and 285 Nos Detector &, Device with PA System
		South Hostel (Grills) Building site the 2 loop FDA Panel and 295 Nos Detector &, Device with PA System
		Quarter (A) Building the 2 loop FDA Panel and 91 Nos Detector &, Device with PA System
		Quarter (B) Building 2 loop FDA Panel and 112 Nos Detector & Device with PA System
10.	Fresh water distribution system	3-PHASE CENTRIFUGAL PUMP FOR DOMESTIC SUPPLY TO NEW HOSPITAL BUILDING & C-TYPE QUARTERS 2Nos* 20HP
		3-PHASE CENTRIFUGAL PUMP FOR FILTER TANK 2Nos* 7HP
		3-PHASE BOREWELL SUBMERSIBLE PUMP FOR DRAINAGE OVERFLOW WATER FROM THE PUMP HOUSE 2Nos*3HP
		3-PHASE CENTRIFUGAL PUMP FOR DOMESTIC SUPPLY TO NEW HOSPITAL BUILDING & C-TYPE QUARTERS 2Nos* 20HP
		3-PHASE CENTRIFUGAL PUMP FOR FILTER TANK 2Nos* 10HP
		3-PHASE BOREWELL SUBMERSIBLE PUMP FOR DRAINAGE OVERFLOW WATER FROM THE PUMP HOUSE 2Nos*3HP
11	STP & ETP	750 KLD STP & 250 KLD
12.	MGPS	650 Bed, Oxygen Manifold Room.

- For Special repair work A/A & E/S will accorded for individual work as per requirement and tentative scope of work mentioned below.
- The above list is not exhaustive, various other building, equipment, services may be added/ deleted as per necessity/ decision of ESIC from time to time.

Tentative Scope of works:

- 1.Reconstruction of Boundary wall, (Total length of boundary wall approx. 1322 mtr).
2. Waterproofing and Renovation of buildings.
3. Waterproofing and renovation of toilets.
- 4.Exterior Painting of Buildings, Hospital Building old - G+9, Hospital Building new - G+9, Medical College Building- G+7, Hostel Building- 2 block of G+15, Type A Staff Quarter- 1 block of G+12, Type B Staff Quarter- 1 block of G+15, Nursing College Building- 1 block of G+3, Type A Staff Quarter (Old)- 4 block of G+3, Type C Staff Quarter (Old) -5 block of G+3 and other service buildings.
- 5.Revamping of drainage system to resolve the issue of water logging inside campus in the time of raining. (campus area-24 acre)
- 6.Relocating Registration Counter, Blood Phlebotomy.
- 7.Relocating the OPD Registration and Waiting and Pharma
- 8.Providing wardrobe and storage facilities at Hostel and Staff Quarter.
- 9.Creation of Football ground, Basketball Court, Volleyball Court, Badminton Court, Multipurpose sports ground.
10. Installation of LED, reflective and other signage for Hospital and Academic Building, campus as well as main gates.
11. Special Repair work to Horticulture and Landscaping (campus area 24 acre).
12. Raising the height of balcony parapet of Hostel with Stainless Steel Railing.
13. Work of LAN networking to the whole campus.
14. CCTV and IPBX system installation work in the campus.
15. Installation of Industrial RO plant and pipeline work for distribution, provided with Dispenser and UV lamp.
16. Modification work in HVAC system including pipeline, ducting, insulation etc.
17. Interconnection of Power Supply of Sub-station 3 and 4 to Hospital and Medical college building.
18. Renovation of Old Hospital building including Civil, Electrical, Firefighting and repair of other MEPs.
19. Necessary works related to installation of LMO tank and MGPS for Hospital use.
20. Works pertains to development of Skill lab and Guest House.

21. UPS connection for old hospital building and Admin building.
22. Renovation of old administration building providing with work stations, including Civil, Electrical, Firefighting and repair of other MEPs.
23. Creation of vehicle parking inside the campus.
24. Revamping of STP, ETP and WTP work.
25. Up-gradation of Dean's Chamber, Creation of Workstations, Cabin, and Renovation of Toilets & Conference Hall.
26. Any Other Work assigned by the authority of ESIC time to time.

Note: The scope of work can be increased or decreased depending on the requirement of work and availability of funds/budget.

Sd/-

Dean
ESIC-PGIMSR, ESIC Medical College
and ESIC Hospital & O. D. C. (EZ), Joka

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

To
Dean,
ESIC-PGIMSR,
ESIC Medical College and ESIC Hospital & O. D. C. (EZ),
.....
.....

Sub: Special Repair Works for Properties and Infrastructure of **ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ)-Joka.**

Ref: NIT/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 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 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 section-07.

Yours faithfully,

(Signature of the Authorized Representative)
With Rubber Stamp

Dated: _____

Place: _____

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

UNDERTAKING
(On the Letter Head of the Organization)

To
Dean,
ESIC-PGIMSR,
ESIC Medical College and ESIC Hospital & O. D. C. (EZ),

Sub: Special Repair Works for Properties and Infrastructure of **ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ)-Joka.**

Ref.: NIT/Bidding Document No. _____

Sir,

We undertake that-

1. I/We have no business or any other relationship with any of the ESIC Staff / Member of the Corporation.
2. I / We have not employed any former employee of ESIC to work for our organization.

OR

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

Yours faithfully,

(Signature of the Authorized Representative)

With Rubber Stamp

Dated: _____

Place: _____

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

TECHNICAL BID PERFORMA

S. No.	Description	Information to be submitted by Bidder		
1	Name, Email ID & address of the Bidder/Agency/ PSU			
2	Telephone no./Telex no./Fax no./Email ID			
3	Name & Contact Details of the authorized personnel			
4	GST No.			
5	PAN No.			
6	Turnover in Lakh	2021-22	2022-23	2023-24
7	Experience Detail, (If required enclosed separate sheet for each project.)			
7a	Project Title & Location:			
7b	Name of the client and Address:			
7c	Describe area of participation (Specific work done/services rendered by the applicant)			
7d	Period of work done/Services rendered for the project			
7e	Total cost of similar nature of work as per completion Certificate			
7f	Completion certificate issued by			

8	Ministry of Urban Development Notification/Registration/Memorandum/letter or any other documents of Central/State Government declaring Govt Agency as Central Government Organization/ Public Sector undertaking to carry out Civil and Electrical works etc.	Yes/No
9	ESIC and EPFO Registration and Valid Electrical Contractor License/Registration Certificate and if they award work to Sub-Contractor they are having the same	Yes/No
10	Balance Sheet and Profit and Loss Account for Financial Year 2021-22, 2022-23,2023-24 alongwith CA Certificate as per list of documents at Page No.8	Yes/No
11	Undertaking as per SECTION-6 & 7.	Yes/No

Signature of the Authorized Signatory

Seal of the Bidder

SECTION-09**FINANCIAL PROPOSAL**

NAME OF WORK: Special Repair Works for Properties and Infrastructure of **ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ)-Joka.**

Budgetary amount for the year: Rs.....only (in words)

NAME OF CONSTRUCTION AGENCY:

S.NO	Description	Centage Charges* (including GST) In figure and words
1	CENTAGE CHARGES ** for Special Repair Works for Properties and Infrastructure of ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ)-Joka. As per Scope of work and terms and condition of the bid & Standard Contract Agreement.	_____%*****

Seal of the Organization

Signature of the Authorized Signatory****

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

** Centage Charges means charges on the value of work executed, including establishment/ execution charges if any, but including GST on Centage Charge.

***ESIC shall be fully within its power to test the reasonability of quoted centage charges against the benchmarks.

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

SECTION-10

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

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

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

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

4. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would take for the performance of the said agreement and that it shall continue to enforceable till all the dues of the Employees' State Insurance Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or Engineer-in-charge on behalf of the Employees' State Insurance Corporation certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Second Party and accordingly discharges this guarantee.
5. We(indicate the name of Bank) further agree with the Employees' State Insurance Corporation that, the Employees' State Insurance Corporation shall have the fullest liberty without our consent and without 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. Welastly undertake not to revoke this guarantee except with the previous consent of the Employees' State Insurance Corporation in writing.
8. This guarantee shall be valid up to Unless extended on demand by Employees' State Insurance Corporation. Notwithstanding anytime mentioned above, our liability against this guarantee is restricted to Rs.(Rs. only) and unless a claim in writing is lodged with us within six months of the date of expiry of the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated Day of

For(indicate the name of Bank)

(Signature of the concerned authority of Bank and Seal of the Bank)

MEMORANDUM OF UNDERSTANDING

between
EMPLOYEES' STATE INSURANCE CORPORATION
and
PUBLIC SECTOR UNDERTAKING / CENTRAL/STATE GOVT. ORGANIZATIONS
for
Special Repair Works for Properties and Infrastructure of ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ)-Joka.

This Memorandum of Understanding (hereinafter called "MoU") signed between Employees' State Insurance Corporation (hereinafter called "ESIC") represented by its Dean, ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ)-Joka. on **one part**

And

Central / State Government Organizations / Public Sector Undertakings (PSU) (hereinafter called "GOVT AGENCY") represented by its General Manager/ Project Manager / or authorized representative of PSUs on **other part**.

'ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ)-Joka' and 'GOVT AGENCY' are also referred to individually as 'Party' and collectively as 'Parties' wherever the context so requires.

Whereas 'GOVT AGENCY' have agreed to undertake the work of Special Repair (SR) Works for Properties and Infrastructure of ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ)-Joka. as mentioned in Tender for 'ESIC' as a 'Deposit Work' basis.

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

1. The Special Repair Work shall be executed by Govt. Construction Agencies on Deposit Work basis in accordance with GFR norms, CVC guidelines, CPWD specifications, BIS standards and sound engineering practices and also by observing due diligence in all respects.
2. The Govt. Agency shall be solely responsible for execution of the work qualitatively and quantitatively as per aforesaid specifications and as per detailed drawings/detailed estimate for Annual Special Repair of ESI Buildings
3. The Govt. Agency will be allowed **Lumpsum Centage Charges @ _____ (including GST on Centage charge) based on lowest quoted in Financial Bid.**

Rates quoted shall be firm and fixed and are inclusive of cost of manpower, material, machinery, tools and plant etc., including all statutory labour laws, duties and levies, insurance of workers, etc.

4. The Govt. Agency shall also submit the final expenditure statement as per actual executed work in triplicate duly signed by the Project Manager and Account Officer to ESIC within one month of the date of completion along with refund of the unspent amount available with the Govt. Agency for the work failing which the Govt. Agency will attract the same compensation

as described above provided the total compensation under all the clauses will not exceed 10% of the sanctioned cost.

The ESIC or any representative authorized by the ESIC may visit the work sites at any time to satisfy themselves that the works are being executed by the Govt. Agency both qualitatively as per approved estimates. However, the responsibility of execution of works as per specifications and to maintain the prescribed quality shall rest with the Govt. Agency. Govt. Agency shall submit the progress reports of the work undertaken and completed and the work remaining pending on a monthly basis to the ESIC.

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

Now, therefore it is agreed between the Parties that:

A. GENERAL:

1. ESIC will assign Special Repair works to the PSU based on the tentative scope of work indicated in Section-05.
2. The ESIC will assign the Special Repairs works to GOVT AGENCY for carrying out comprehensive Special Repairs of its Properties and Infrastructure.
3. During the assigning of works to Govt Agency, a comprehensive condition survey of the

existing infrastructure i.e. Buildings, Services, Equipment's & Plants including ancillary structures existing inside the premises/complex shall be carried out by them to assess the maintenance needs for each component of the infrastructure for restoring and sustaining the utility of the facilities.

4. Consultancy Services for providing Architectural job will also be assigned to the Govt. Agency as per requirement of ESIC for obtaining Statutory Approvals such as Occupancy Certificate/ Completion Certificate, Fire NOCs, Lift license or other liasoning work etc.
5. Action plan for each SR Work to be decided in consultation with User Department and ESIC Engineers.
6. After ascertaining the entire gamut of the Special Repairs needs, Govt. Agency shall prepare detailed estimate of special repairs works based on CPWD norms / yardsticks and good Engineering practices and submit to Competent Authority of ESIC along with all relevant documents, justifications, drawings, photographs etc. for accord of Administrative Approval and Expenditure Sanction (A/A & E/S) by ESIC.
7. Administrative Approval and Expenditure Sanction (A/A & E/S) will be accorded by ESIC to the Govt. Agency for the individual works and payment will be released as per payments terms.
8. Govt. Agency have to furnish the documents related to award/assigned work to their Contractor for the respective Hospital sites viz. award letter, Singed copy of Contract Agreement, BOQ, etc.
9. Initial deposit will be released as advance, 2nd and further installments will be released after verification by ESIC Engineer for the work done/ carried out by the Govt. Agency. If there is any delay in work, the penalty to be imposed as per provision in the MOU/ Contract Agreement.
10. As far as possible only items based on prevailing DSR should be taken in the detailed estimates and items based on market rates should be avoided unless it becomes indispensable to include them. In case of "Market Rate" It shall be decided at the level of the officer according sanction for technical appropriateness of items framed, rates approved based on GFR/CPWD provisions.
11. **The estimates and drawings for special repair works shall be framed on the basis of prevalent norms and yardsticks and good engineering practices by Govt department/PSU and submitted to ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ)-Joka along with all relevant details and documents for accord of approval.**
12. At the commencement of each Financial Year, concerned representatives of both parties (Govt. Agency and User Department) shall inspect the Buildings, Services, Equipments & Plants including ancillary structures along with user of the property for identifying the Special Repairs Works and also for fixing priority to some particular / specific portion of works which need to be attended compulsorily during the ensuing financial year so that the functionality of the building / facilities is not compromised / jeopardized.

13. The Special Repair work sites must be supervised/ controlled by the Officer of the Govt. Agency not below the rank of Project Manager/ Executive Engineer.
14. The fund for carrying out various types of special repairs works shall be released to Central / State Government Organizations / Public Sector Undertakings (PSU) by ESIC in the following manner:

Types of Works	Quantum / Mode of release of Fund
Special Repair Works for Properties and Infrastructure of ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ).	<ul style="list-style-type: none"> ➤ 30 % of sanctioned estimate amount as initial deposit within 30 days of A/A & E/S and after the submission of request/demand by Govt. Agency. ➤ Second installment of 30% of sanctioned estimate amount based on expenditure statement & certificate regarding utilization of 80 % of earlier released fund by Central / State Government Organizations / Public Sector Undertakings (PSU). ➤ Third installment of remaining 30% of sanctioned estimate amount based on expenditure statement & certificate regarding utilization of 80 % of earlier released fund by Central / State Government Organizations / Public Sector Undertakings (PSU). ➤ 10% final installment on production of final expenditure statement.

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

15. The payment shall be released by ESIC to Govt. Agency within 01 month after the submission of request/demand by Govt. Agency.
16. At the conclusion of the Contract, Govt Agency shall submit a consolidated Audited expenditure statement and a certificate regarding utilization of funds sanctioned and released to them for each of the building / premises duly signed by the Accounts Officer & Divisional Officer / Executive Engineer of concerned Govt Agency Division to the ESIC along with a user satisfactory certificate for completion of the works as per action plan and refund any unspent amount to ESIC for final settlement of accounts.
17. Govt Agency with adequate manpower under unified command of senior level officer to execute the Special Repairs works with due diligence and in the most efficient and effective manner. A Nodal Officer shall also be appointed by Govt Agency to coordinate with ESIC and other local authorities for managing the works efficiently and effectively.
18. Govt Agency shall have to engage only licensed/certified electricians and Operators (Generator, Pump, Lift, Fire-Man, Boiler) are deployed. Preferably all the other skilled workers deployed should also be licensed and certified. Other certificates of technical qualifications

should be verified before deployment of all the skilled/semi-skilled workers/engineers/technical persons by the Govt Agency.

19. The Govt Agency shall compensate ESIC for any losses incurred by theft, illegal or fraudulent activities of the manpower deployed directly or through his contractor.
20. Govt Agency shall be registering themselves as Principal Employer for complying with various Labour Laws and other applicable statutory laws and Safety precautions. Any liability accruing on account of noncompliance of Labour laws and other statutory compliance related to work shall be borne by Govt Agency.
21. The works which are of essential nature shall under no circumstances to be held up for any delay in releasing of fund by ESIC.
22. Govt Agency will apprise ESIC about the status of various Special Repairs works periodically during joint Progress Review Meetings wherein both physical and financial progress would be discussed besides resolution of pending issues, if any. Progress Review Meetings, shall be held between Govt Agency and ESIC preferably for reviewing the progress of ongoing Special Repairs works based on mutually agreed Milestones/timelines and also for resolving co-ordination issues, including fixing priority in carrying out some segments of works/items, buildings, facilities and services for smooth functioning of ESIC Establishment for intended purpose.
23. Govt Agency shall be responsible for redressing and complying with the observations of CTE/ CVC, Auditors, Statutory Authorities, local Bodies, Municipal Corporation etc. pertaining to the work under intimation to ESIC. Providing all work-related information promptly to ESIC for replying to Parliament Questions, queries from various Constitutional & Statutory Authorities.

B. MUTUAL OBLIGATIONS

Govt Agency shall be responsible for: Carrying out comprehensive Special Repairs with due diligence and within agreed timelines and cost.

1. Submitting Estimates and drawings for various types of Special Repairs works on time to ESIC for accord of A/A & E/S so that works are taken up on the ground as per schedule.
2. Providing adequate manpower and resources for maintaining the entire facilities in proper condition.
3. Intimating physical and financial Progress and up to date expenditure incurred along with Certificate of Utilization of Fund against Fund earlier released by ESIC.
4. 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.
5. 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 and other expenditure incurred, after the completion of the work. In addition, whenever ESIC asks for any other details from Govt Agency regarding Utilization of Fund, copies of detailed

sanctioned Estimates/ Technical Sanctions, Award of Works, Running Bills etc., the same shall be provided by Govt Agency readily to ESIC.

6. Ensuring that its Contractors implement required Health, Safety & Environmental (HSE) practices at the Construction Sites and they also comply with all statutory obligations related to workmen deployed at the Site like compliance of Labour laws, minimum wages as per CLC, ESI, EPF & Bonus etc. Govt Agency will act as Principal Employer in respect of all Statutory Obligations related to workmen deployed at the site in execution of the work.
7. 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.
8. Managing the works effectively and efficiently to ensure its timely completion with due diligence as per direction of ESIC Authorities in terms and conditions of MOUs including taking all require pro-active measures to contain Time and Cost Overruns by providing stringent and elaborate enforceable Clauses to this effect in the Contract documents of its Contractors for achieving the objective of completing the works with due diligence and within the approved cost and scheduled time.
9. Providing Progress Reports to ESIC especially, for Special Repair works for reviewing of the progress periodically vis – a – vis approved time schedule and taking all necessary remedial actions, after considering of observations made by ESIC in respect of quality and progress of the work during periodic progress review meeting.
10. Submitting Works Completion Report (WCR) duly bringing out the Final Cost as against the approved Cost. The WCR shall be submitted along with Final Works Accounts including return of unspent balance amount to ESIC within one month of settlement of final bills of the contractors / other agencies deployed by Govt Agency.
11. 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.
12. Monitoring of Special Repair Works from start to completion effectively & efficiently.
14. Observing due diligence and adopting all possible pre-emptive measures at various stages of project execution so as to avoid arbitration / litigation and other hindrances for completing the work within optimum cost and time in hassle free environment.
15. Defending all Arbitration and Court Cases arising out of execution of the works and examining the Arbitration Award/Decree of Court of Law/Tribunal by appropriate authority in Govt Agency and forwarding the same along with a comprehensive report on the circumstance leading to the Arbitration/Court cases and the reasons and justifications as to why an appeal against such award/decreed was not considered necessary, briefing out inter-alia, details of the award and clear-cut recommendations. The decision of the competent authority in Govt Agency to accept the award or challenge the same in a Court of Law will be binding on the ESIC.

16. Govt. Construction Agency/PSU shall be responsible for obtaining licenses/approval and permits to carry out all the works and also after completion of works wherever applicable

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

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

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

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

17. Time period of contract:

The time period of respective Special Repair work shall be mentioned in the letter of award of work and shall start from the date as mentioned there in Agreement and shall stand terminated after the expiry of said period unless it is mutually extended.

18. Extension of Time of MoU and Expansion of Scope of work:

a) The Special Repair contract may be extended on the written mutual consent of both ESIC and Govt Agency for a further period of one year or part thereof on the same terms and conditions of this contract. However, ESIC reserves it's right to terminate the Special Repair contract by giving 02 months' notice at any time during the currency of the contract if the services of the Govt Agency are not found satisfactory in the extended period as per the opinion of ESIC or it's representative. In case of emergent situation prevalent in the country, this contract can be extended up to period of three months unilaterally.

b) The scope of work under this contract can be increased/decreased accordingly on same terms and condition (at the time of extension, if any) with rates will be applicable in contract.

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

19. ESIC shall be responsible for:

(i) Approving Scope, Estimates, Timelines and other proposals submitted by Govt Agency.

(ii) Intimating Area Details, Special Requirements/ Features and Broad Specifications for specialized Equipment's and Plants for facilitating execution of works by Govt Agency.

(iii) Providing required assistance to Govt Agency for carrying out the comprehensive Repairs Works.

(iv) Releasing Fund to Govt Agency based on their request and in terms of the MoU.

(v) Providing required assistance to Govt Agency for obtaining necessary Statutory Approvals / Permission / Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like Municipal Corporation, Town Planning Board, Electricity Board / Fire Department, State / Central Pollution Control Boards, State / Central Environmental Authority

etc. as applicable.

(vi) Space to be provided to agency by ESIC free of cost for setting up of Office as per approval of competent authority of ESIC till maturity / completion of work.

(vii) Providing security clearance for Govt Agency staff / contractors and their workers for working at site in case these are required.

(viii) Permitting free access to Govt Agency appointed Contractors' Materials and Workmen to the site of work and also helping Govt Agency in taking connections for electricity and water required for carrying out works inside the premises/complex. Electricity and Water Charges will be borne by Govt. Agency.

20. Redressal of Disputes

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

21. Amendment

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

22. Termination

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

(ii) Payment on Termination

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

23. Trans Border Clause

If Govt Agency of subject SR Work or at any ESIC establishments fails to execute the works of Special Repair due to whatever reasons, Dean of ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ)- Joka reserves the right to depute any Govt Agency or any other agency after mutual consent of same for three months or till finalization of fresh tender. The tender will be provided on same rates, terms & condition of their respective zones after judging their financial and technical strength.

24. The first party shall release initial deposit @ 30 % of the estimated amount required for Annual Special Repair to the second party after sanctioning of the estimate. The remaining amount of the estimate will be released only after receipt of the Expenditure Statements of the previous sanctions duly signed by the Accounts Officer and the Officer In-Charge of the Govt Agency, created by the second party for this work, accompanied by a certificate from the Occupier/Custodian of the property certifying satisfactory completion of the works done by the second party.
25. Though the norms of expenditure on Special Repair of the projects are based on 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, a separate estimate for external services shall be prepared and submitted giving full justification for the need for framing such separate estimate. Funds shall be released against such estimate only if necessary approvals are taken by the second party from first party.
26. The second party shall assist the first party in taking over the possession of the properties inter-alia from the previous agency and advise the first party on structural stability and other engineering aspects and take over possession of the same immediately with all inventory, etc.
27. The expenditure incurred by the second party on account of the fee payable for Mandatory inspection of installation by the Civil/Local Agencies and the Taxes levied by the Local Bodies will be outside the estimates for Special Repair and separate Bill shall be submitted for the same.
28. At the conclusion of the Financial Year, the second party shall submit the expenditure statement of the funds sanctioned and released to them for each of the properties (or group of properties as the case may be) separately duly signed by two officers viz. the Accounts Officer/ Competent Authority of Accounts Department and the Officer in -Charge of the maintenance wing created for this purpose by the second party, along with a certificate of satisfactory completion of the work from the Custodian of the project. In case satisfactory performance during the current year, the contract can be further extended for the period of one year at the same rates and conditions under the ceiling amount prescribed.
29. At the commencement of the year, the second party or its representative, along with the Custodian, will inspect the property, identify the Special Repair needed and accord priority to the various items of works to be attended to during the year and completed and the second party, as far as practicable shall strictly adhere to the priorities so fixed by the Occupier / Dean of ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ)- Joka
30. The work of essential Special Repair and operation of essential services shall under no circumstances be held up for temporary delay in release of funds.
31. The second party shall be responsible for ensuring compliance with the various Labour laws that may be in force from time to time. Any liability on account of this and also any liability arising from non-observance of the same shall be met by the second party at its risk and cost.
32. The wages of the deployed labour and manpower engaged for SR Works shall be governed by Minimum Wages Act along with the statutory provisions (like PF, ESI, etc. and other prevalent/mandatory regulations of the concerned State / UT). Monthly statement of the compliance made on ESI/EPF, Labour laws, other Statutory compliance etc. along with the supporting documents shall be submitted to the Dean, ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ), without fail by the SR agency.

33. GST/Labour Cess etc. if it becomes applicable on Centage/Departmental Charges subsequent to date of signing of agreement in case of the categorization / change in rates of SR work as a “Service” by Central / State Govt. shall be first paid by the construction Agency which shall then be reimbursed/paid as per actual without any Departmental Charges.
- 34 The second party shall also register themselves as Principal Employer for necessary compliance with the provision of Contract Labour (Regulation & Abolition) Act, 1970 as applicable.
35. In case of the unsatisfactory performance of the second party during the financial year, notice will be served for termination of the Agreement / MoU shall be taken up as per the clauses of the agreement by forfeiting the Performance Guarantee and the new Agency will be fixed at the risk & cost of the second party.

For and on behalf of Govt Agency
Signature
Name
Designation

Witness 1
Signature
Name
Designation

For and on behalf of ESIC
Signature
Name
Designation

Witness 2
Signature
Name
Designation

Integrity Pact

To,

Dean,

ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ),

Diamond Harbour Road, Joka, Kolkata – 700104

Sub: Submission of Tender for the work of “Special Repair Works for Properties and Infrastructure of ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ), Joka) ”.

Dear Sir,

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

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

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

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

Yours faithfully

(Duly authorized signatory of the Govt. Agency)

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20

BETWEEN

ESIC represented through Dean of ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ)- Joka

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

AND

.....
.....

(Name and Address of the Central / State Government Organizations / Public Sector Undertakings (PSU)) through (Details of duly authorized signatory) (Hereinafter referred to as the “**GOVT AGENCY**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for
..... (Name of Work).....
..... hereinafter referred to as the “Contract”.

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

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

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

Article 1: Commitment of the Principal/Owner

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

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

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part

of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

Article 3: Consequences of Breach

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

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process of terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may

have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

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

Article 6- Duration of the Pact

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

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

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Article 7- Other Provisions

- 1.This Pact is subject to Indian Law, place of performance and jurisdiction is the office of the Principal/Owner, who has floated the Tender.
- 2.Changes and supplements need to be made in writing. Side agreements have not been made.
- 3.If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4.Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5.It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Legal and Prior Rights

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

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

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1

2

(signature, name and address)

(signature, name and address)

Place:

Date :

Sd/-

Dean,

ESIC-PGIMSR, ESIC Medical College and ESIC Hospital & O. D. C. (EZ), Joka