



ESIC Regional Office Kolkata, West Bengal & Sikkim Region
EMPLOYEES' STATE INSURANCE CORPORATION
(Ministry of Labour & Employment, Government of India)
Regional Office, Plot No. 6, GB Block, Salt Lake, Sector – 3, Kolkata - 700097
Phone: 033-23356021
[Web Site: www.esic.nic.in](http://www.esic.nic.in)

TENDER DOCUMENT

NIT NO: W-27/50/2023-CONST/233816

NAME OF WORK

***BALANCE WORK IN R/O UPGRADATION OF ASANSOL ESIS
HOSPITAL FROM 100 BEDDED TO 150 BEDDED***

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[SECTION – 1]
NOTICE
INVITING
BID



EMPLOYEES' STATE INSURANCE CORPORATION
Plot No. 6, GB Block, Salt Lake, Sector – 3, Kolkata-700097

NOTICE INVITING e-TENDER

NIT No.- W-27/50/2023-CONST/233816

The Competent Authority, ESIC Corporation, ESIC Regional Office Kolkata, West Bengal, Plot No. 6, GB Block, Salt Lake, Sector – III, Kolkata-700097 invites on behalf of the Director General, ESI Corporation, online bid offer for Centage Charges* from eligible Central/ State/ Public Sector Undertaking (PSU)/ Autonomous Bodies for entering into Memorandum of Understanding (MoU) for taking up the **Balance Work in r/o Upgradation of Asansol ESIS Hospital from 100 bedded to 150 bedded, on deposit work basis** as per GFR Rule 133(3).

Details are given below:

Sl. No	Particulars	Details
1.	Name of the Work	Balance Work in r/o Upgradation of Asansol ESIS Hospital from 100 bedded to 150 bedded.
2.	NIT No	W-27/50/2023-CONST/233816
3.	Annual Budgetary Amount (approx.)	₹ 14,55,19,478/-
4.	Earnest Money deposit	NIL
5.	Client / Owner	EMPLOYEES STATE INSURANCE CORPORATION
6.	Date of Publishing for Online bid	12-05-2026 @ 10:00 AM
7.	Date of Bid Document Download Starts from	12-05-2026 @ 10:00 AM
8.	Date of Bid Submission Starts from	12-05-2026 @ 10:00 AM
9.	Date of Pre-Bid Meeting and Time	15.05.2026 @11:00 AM
10.	Date of Bid Submission Ends on	25-05-2026 @ 10:00 PM
11.	Bid Opening Date and Time (Technical Bid)	26-05-2026 @ 11:00 AM
12.	Date and Time of opening of Financial Bid	Will be communicated separately to the qualified bidders
13.	Contract Period	6 months
14.	Validity of Offer	90 days after the last date fixed for submission of bid including the extension (s) given, if any

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

Note: This NIT may also be uploaded in ESIC website and CPP portal etc. for wide publicity.

Note: Wherever the word “ESIC” is mentioned it refers to Competent Authority, ESIC RO, Kolkata West Bengal.

1. The intending bidder(s) must read the terms and conditions carefully. They should only submit their bid if eligible and in possession of all the documents required.
2. Information and instructions for bidders available in document shall form part of agreement.
3. The bid documents consisting of instructions to bidders, scope of work and other conditions to be complied are available at the website <https://eprocure.gov.in/eprocure/app>.
4. Agency must ensure to quote rate in percentage only in appropriate column up to 2 (two) Decimals and these decimals **should be greater than zero**.
5. 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.
6. 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.
7. The bidder(s), if required, may submit questions in writing to seek clarifications 24 Hrs before the notified pre-bid meeting date, to the Branch Officer, Construction Cell ESIC, 4th Floor, GB Block, Sec-III, Saltlake, Kolkata - 700097 or may visit the said office during the office hours on working days and submit.
8. 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 Agency shall have any claim arising out of such action.

9. Set of Bid Documents:

The following documents will constitute set of tender documents:

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

10. Bidding Process

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

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

In Stage – II, financial bids of qualified bidders, who meet the qualifying criteria as mentioned in Section – 3, will be opened on the prescribed date and time.

Agency who’s Centage Charges will found lowest shall be considered as L1 for award of work as per due process.

11. Mode Of Submission

List of Documents to be scanned and uploaded within the period of bid submission

Agency must submit their online bid along with the attested scan copies of following documents pertaining to Qualifying Criteria and Financial Bid.

- a. Letter of acceptance of terms and conditions of bid document in the prescribed format as per Annexure – I and undertaking as per format given in Annexure – II.
- b. Experience Certificates of similar type works and other documents of annual turnover and other documents of PSU undertaking etc. are required to establish to fulfil the qualifying criteria.
- c. Bid Documents downloaded from website to be signed on each page by authorized representative.

**Note : Competent Authority, ESIC RO, Kolkata West Bengal is authorised to amend the condition depending upon the CPPP portal requirement.*

- d. Authorisation 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 until or unless competent authority asked for shortfall documents, if required.**

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

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

Sd/-
(Regional Director)
Employees' State Insurance Corporation,
ESIC RO, Kolkata, West Bengal & Sikkim Region, Kolkata – 700104.

Instructions for Online Bid Submission

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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

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

SEARCHING FOR DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
4. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
5. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
6. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
7. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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

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

[SECTION – 2]
INSTRUCTIONS TO AGENCY

INSTRUCTIONS TO AGENCY

1. INTRODUCTION

- 1.1 The Central/ State Govt Organization / Public Sector Undertaking (PSU's) are only eligible to participate in the Bid.
- 1.2 Agencies are invited to submit a financial bid along with documents pertaining to qualifying criteria. The bid will be the basis of technical discussions / negotiations, if required and ultimately for a signed Contract/MoU with the selected Agencies on **Deposit work basis**.
- 1.3 Agencies should familiarize themselves with local conditions and take them into account in preparing their Proposals. Agencies must visit the site before submitting a proposal. Agency or his authorized representative should contact the following regarding site specific information and site visit enquiry, if required.

Contact Person : **Regional Director**

Address : **ESIC RO, Kolkata West Bengal, Plot No. 6, GB Block, Salt Lake, Sector – III, Kolkata-700097**

Phone : **033-23356021**

E-Mail : **<rd-westbengal@esic.nic.in>**

- 1.4 (a) The ESIC will provide all the available inputs to the agencies. However, ESIC does not assume any responsibility for any loss or financial damages on account of use of such information by agencies. Agencies are advised to collect at their own information for preparation, submission of bids & execution of services before award of work.
(b) The Agencies shall be responsible for obtaining licenses and permits to carry out all the works.
(c) Agencies shall execute works in accordance with GFR/CVC rules at all stages of work.
- 1.5 Agencies shall bear all cost associated with the preparing and submission of their proposals and contract negotiation, site visits etc. The ESIC is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to award, without incurring any liability to the Agencies.

1.6 Conflict of Interest

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

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

Conflicting Relationship

(ii) Agencies (including its Personnel and Sub – contractors) that has a business or family relationship with ESIC staff / Member of the Corporation who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the assignment, (b) the selection process for such assignment, or (c) supervision of the Contract, may not be awarded a Contract,

unless the conflict stemming from this relationship has been resolved in a manner acceptable to the ESIC throughout the selection process and the execution of the Contract.

1.6.3 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 Agencies or the termination of its Contract any time throughout currency of the work.

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

1.7 Fraud and Corruption

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

- (a) Defines, for the purpose of this paragraph, the terms set forth below: “Corrupt Practice” means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection process or in contract execution; “Fraudulent Practice” means a wilful misrepresentation or omission of facts or submission of fake / forged Documents in order to influence a selection process or the execution of a contract; “Collusive Practices” means a scheme or arrangement whether formal or informal, between two or more Case with or without the knowledge of the ESIC, designed to establish prices at artificial, non-competitive levels, submission or non-submission of Bids; “Coercive Practices” means harming or threatening too harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) ESIC will reject a proposal for award if it determines that the 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 Agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time it is determined that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract.

1.8 Proposal Validity

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

1.9 Final Decision-Making Authority

Regional Director, ESIC RO, Kolkata, West Bengal & Sikkim Region reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

1.10 Brief Description AND scope of work as per details given in Annexure – III

2. CLARIFICATION AND AMENDMENT OF BID DOCUMENTS

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

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

However, ESIC reserves the right to respond to the queries after cut-off date as mentioned above.

2.2 At any time before the submission of bid, ESIC may modify / amend the bid document and extend the last date of submission / opening of the bid by issuing a corrigendum / addendum. Any Corrigendum / Addendum thus issued shall form part of bid document. To give the Agency reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, ESIC may at its discretion, extend the deadline for the submission / opening of the bid.

3. PREPARATION OF BID PROPOSAL

3.1 In preparing their offer to bid document, 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 agencies and ESIC and the contract to be signed after award shall be written in the English Language.

3.3 Documents pertaining to Qualifying Criteria

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

3.4 Financial bid Proposals

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

4. SUBMISSION, RECEIPT AND OPENING OF BIDS

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

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

4.3 The ESIC shall open the bid containing documents pertaining to Qualifying Criteria after the deadline and for verification from the originals.

5. BID Evaluation

5.1 Evaluation of Qualifying Criteria

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

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

5.3.2.2 The Financial bids of the qualified Agencies shall then be opened in the presence of the 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.

5.3.2.3 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 Agency whose Centage Charges are found lowest as per due process subject to terms and conditions.

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

The successful bidder shall have to execute the Contract Agreement/MoU as per Standard Contract Agreement/ MoU attached with the bid document as **Annexure – IV** for taking up maintenance job with ESIC and Job as mention in brief scope of work **Annexure – III**.

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

7. CONFIDENTIALITY

Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the Agencies who submitted the tender or to other persons not officially concerned with the process. The undue use by any 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 Agency:** If the performance of the contract is not satisfactory and not corrected within 15 days of receiving notice, then Regional Director shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Agency.
9. **Amicable Settlement of Disputes:** The party shall use their best efforts to settle amicably all disputes arising out of or in connection this contract or the interpretation thereof.
10. **Disputes :** Any dispute and differences relating to the meaning of the specifications designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works

or the execution or failure to execute the same whether arising during the progress of work or after the completion or abandonment thereof in respect of which :-

Amicable settlement has not been reached. The dispute shall be referred to the sole decision of the 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 23.05.2018 (as updated or latest amended) on administrative mechanism for resolution of CPSE disputes, through DG, ESIC.

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

12. **Performance Guarantee:**

(A) The successful agency shall submit performance guarantee in the form of Bank Guarantee @10 % of the budgeted amount and to be kept valid for one and half year from the date of start of the contract or adjustment of expenditure statement for the year of the work awarded, whichever is earlier.

(A) The guarantee shall be in the form of Demand Draft/ Fixed Deposit Receipts pledged to 'ESI Fund A/c No. 1' or Irrevocable Bank Guarantee Bonds of any scheduled Bank or the State Bank of India in the format as per **Annexure V**. In case, a fixed deposit receipt of any bank is furnished by the contractor to ESIC as a part of performance guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to ESIC to make good the deficit.

13. **General Instructions**

- I. The Govt. Agencies are required to quote Lump sum Service Charges in percentage (%) up to two decimal places for rendering works. Conditional Tender/EOI bid shall summarily be rejected.
- II. The works shall be executed by successful Govt. PSU Agency on Deposit Work basis as per the terms of Memorandum of Understandings (MoU). The Draft of MoU is enclosed as **Annexure IV**.
- III. MoU shall be signed between ESIC and the eligible selected PSU 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.
- IV. The works shall be executed by Govt. Agency/PSU in accordance with GFR norms, CVC guidelines, CPWD specifications, NBC, BIS standards and with sound engineering practices and also by observing due diligence in all respects.
- V. Govt. Agency/PSU is expected to familiarize themselves with the local conditions and effects of terms and conditions of relevant MoU before submitting the financial bid for Centage / PSU Agency Fee, which once quoted, shall not be increased under any circumstances, whatsoever.

- VI. Tentative timeline for implementation of various kinds of works as mentioned in scope of work to be submitted by the agency as a part of Action Plan.
- VII. The Tender/EOI offer shall remain open for acceptance by ESIC for a period 90 days from the date of opening of the bid. Any extension of validity period shall be decided with mutual consent, if required.
- VIII. The bid shall be submitted online by Govt. Agencies to the Office of Regional Director, ESI Corporation, ESIC RO, Kolkata, West Bengal & Sikkim Region, Kolkata. Bid submission ends by 25-05-2026 at 10:00 AM through CPP Portal.
- IX. The Technical Bids shall be opened in ESIC RO, Kolkata, West Bengal & Sikkim Region at 26-05-2026 at 11:00 AM in the presence of representatives of Govt. Agencies, if they wish to be present. The date for opening of Financial Bid of those bids who are found technically qualified shall be communicated separately.
- X. The Centage / Service charges quoted by a PSU Agency will be considered only if the PSU Agency is found qualified as per the Eligibility Criteria, (Section 3). In case the lowest quoted PSU 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.
- XI. 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 PSU Agency shall be liable to be debarred from tendering / taking up works in ESIC.
- XII. 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/Chillan's generated along with assessment order by the concerned Govt. Bodies, as the case may be.
- XIII. Centage / Service Charges mean professional charges to be paid to the Govt. Agency by ESIC for rendering specific services, based on actual cost of the work or Estimated Cost / Contract Awarded Cost, whichever is lower. Estimated Cost of Work shall inclusive of all applicable Taxes, levies, Cess, etc.
- XIV. The scope of works mentioned in the Tender/EOI are only tentative and interested PSUs may physically inspect the buildings to ascertain the same before quoting of Centage Charges. PSUs shall submit the detailed estimate based on actual requirement of Works and cost shall be based on prevailing CPWD DSR Items preferably.
- XV. After ascertaining the entire gamut of the work needs, PSU Agency shall prepare detailed estimates in r/o various types of balance works based on CPWD Norms/ yardsticks and Standard Engineering practices and submit to Construction Branch, ESIC RO, Kolkata, West Bengal & Sikkim Region, Kolkata along with all relevant documents, justifications,

drawings, photographs etc. for accord of Administrative Approval and Expenditure Sanction (A / A & E / S) by ESIC.

- XVI. Regional Director, ESIC 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.
- XVII. The bid submitted shall become invalid if:
- a) The bidder is found ineligible vis – a – vis Qualifying criteria at **SECTION- 3 (page -)**
 - b) Any discrepancy noticed in uploaded Document of bidders.
- XVIII. For execution of the Works, respective Hospital Head/ Office In-charge will co-ordinate with the help of concerned Branch Head and Engineer of the Hospital/Office with qualified PSU Agency to complete the work required as per Action Plan. Respective Hospital Establishment Head/ Office In-charge will also see and ensure all the required statutory compliances from qualified PSU Agency.

[SECTION – 3]
QUALIFYING
CRITERIA

1. The interested Agencies are eligible for participation in the bidding process should meet both the following minimum qualifying criteria:
 - i) Public Sector Undertaking should have been set up by the Central or State Government to carry out civil and electrical works. Proof of authorisation for the same should be attached. Organisation should have its own engineering wing to carry out / maintenance activities of buildings.
(Or)
 - ii) Central / State Government organisation /PSU which may be notified by the Ministry of Urban Development (MoUD) (as per GFR Rule 133(3)) for such purpose. Proof of authorisation for the same should be attached. Organisation should have its own engineering wing to carry out / maintenance activities of buildings.
2. The interested Agencies i.e. Public Sector Undertaking set up by Central / State Government to carry out civil or electrical work or any other Central /State Government Organization / PSU which may be notified by MoUD are eligible for participation in the bidding process should meet both the following minimum qualifying criteria:
 - i) **Works Experience:**
 Experience of executing similar works (Completed"/ongoing") as given below during the last 07 years ending last day of the month previous to the one in which applications are invited:
 Three *similar works each costing not less than the amount equal to 40 % of estimated / budgeted amount,
 OR
 Two *similar works each costing not less than the amount equal to 50 % of the estimated / budgeted amount,
 OR
 One *similar work costing not less than the amount equal to 80 % of the estimated / budgeted amount.

 # For *similar completed works the yearly executed final cost as mentioned in the completion certificate issued by competent authority i.e. authorized person of client/department shall be considered for determining the costing as mentioned above for evaluating the qualifying criteria
 ## For *similar ongoing works the original cost as given in the sanction order of the work shall be considered with a certificate issued by the Competent Authority of the department for satisfactory performance for determining the costing as mentioned above for evaluating the qualifying criteria.
 - ii) Annual Turnover: Average annual financial turnover of Agency should not be less than 30 % of estimated cost during the immediate last 03 consecutive financial year. This should be duly certified by Chartered Accountant along with audited Balance Sheets and P & L account.
3. Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has:
 - (a) Made misleading or false representation or deliberately suppressed the information in the forms statements and enclosures required in the eligibility criteria document.

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

4. Documents to be furnished for evaluation of bids:

- i) Attested copies of G.O. /Orders issued by the Central/State Govt. for establishment of the PSU authorizing for carrying out civil, electrical & building works with applicable jurisdiction.
- ii) Copies of certificates in respect of completion of similar works to establish eligibility as mentioned para 2 (i) of this section.
*Similar works means execution of Capital/ Special Repair Works of Hospital (minimum 100 bedded) / Staff Quarters.
- iii) Certificate from Chartered Accountant mentioning financial turnover of last 3 (three) years to establish eligibility as mentioned para 2 (ii) 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 Kolkata West Bengal where the SR works to be undertaken.
- v) Undertaking to submit and to sign a MoU as per the Annexure-IV.
- vi) All the above documents and relevant documents to signed by Authorized person. The authorization shall be in the form of a legally enforceable written power of attorney duly authorized and shall be submitted along with bid.

[SECTION – 4]
FINANCIAL
PROPOSAL

FINANCIAL PROPOSAL

NAME OF WORK: Balance Work in r/o Upgradation of Asansol ESIS Hospital from 100 bedded to 150 bedded.

NAME OF AGENCY:

S.No.	Description	Centage Charges *
		(in figures & words)
1.	CENTAGE** for execution, supervision of Balance Work in r/o Upgradation of Asansol ESIS Hospital from 100 bedded to 150 bedded.	_____ % ****

Seal of the Organization

Signature of the Authorized Signatory ****

*To be quoted in percentage of estimated cost with two decimal places greater than zero both in figures and words distinctly & excluding G.S.T on centage charge.

** Centage Charges means charges on the value of work executed or estimated cost whichever is lower including establishment/execution charges if any, but excluding GST on centage charge, as per Contract Agreement/MoU.

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

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

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

To

The Regional Office,
ESI Corporation, RO, WB

.....

.....

SUB: Balance Work in r/o Upgradation of Asansol ESIS Hospital from 100 bedded to 150 bedded.

REF: W-27/50/2023-CONST/233816

Sir,

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

Yours faithfully,

(Signature of the Authorized Representative)

With Rubber Stamp

Dated : _____

Place : _____

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

UNDERTAKING

(On the Letter Head of the Organization)

To

**The Regional Office,
ESI Corporation, RO, WB**

.....
.....

SUB: Balance Work in r/o Upgradation of Asansol ESIS Hospital from 100 bedded to 150 bedded.

REF: W-27/50/2023-CONST/233816

Sir,

We undertake that –

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

Yours faithfully,

(Signature of the Authorized Representative)

With Rubber Stamp

Dated : _____

Place : _____

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

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 Balance Work in r/o Upgradation of Asansol ESIS Hospital from 100 bedded to 150 bedded.

Scope of Works:

1. Balance Work in r/o Upgradation of Asansol ESIS Hospital from 100 bedded to 150 bedded as mentioned in the table below (ESIC reserves the right to add on or delete in the mentioned list).

Special & Particular Conditions:

- PSU shall maintain separate bank account for transactions from ESIC and interest accrued shall be credited to ESIC.
- Manpower attendance register with necessary cross checks is to be maintained properly.
- Uniform, ID Card, tools & plants, safety gears i.e. gloves, boots, helmets, rain coats, etc. to the deployed manpower have to be provided by the agency.
 - The Working Staff should be professionally qualified and must be trained.
 - The site for the work is readily available for the work and the desirous agencies can inspect the same on any working day.
 - Conditional bids if any shall summarily be rejected.

Generalized list of tentative Balance Works for Civil

1. Inside and outside repair, renovation and painting.
2. Repair & renovation of Main Gate Entrance.
3. Construction of plinth protection.
4. Construction Shed.
5. Finishing of balance work of STP/ETP/WTP.
6. Repair & Renovation of external drainage system with fixing of perforated gratings/ cover.
7. Roof Treatment Work.
8. Fixing of Grill in windows.
9. Treatment of expansion joint.
10. Fixing of Toilets fitting & fixtures and repairing of plumbing line, as and where required.
11. Repair & renovation of toilets along with the Sewerage Line & Plumbing Line.
12. Extensive cleaning of Wards, Rooms, OT, Corridors, toilets etc. of the Hospital Buildings.
13. Construction of working station slab.
14. Repair & renovation of Kitchen, Laundry of the Hospital Buildings, as and where required.
15. Erection of false ceiling in the hospitals, as and where required.
16. Repair & renovation of doors & windows, as and where required.
17. Construction Sub-Station Buildings.
18. Construction of Bore well/ Tube Well.
19. Fixing of Kota stone slab, granite slab etc., as and where required.

Generalized list of tentative Balance Works in r/o Electrical Works:-

1. Installation/ modernization of Electric substation Work
2. Installation of new DG set / overhauling of existing DG set
3. Installation of Lift.
4. Modernization of Lift
5. Repairing/ Installation of new wiring system
6. Laying of various size of HT/ LT Cable.
7. Installation of High-Mast lighting pole
8. Modernization of Pump & panel
9. Modernization of Glow-sign board
10. Installation of new submersible pump with new boring
11. Completion of pending works related Fire Safety System
12. Installation of new Street Light/ repair of existing lighting system
13. Installation of UPS system in the Hospital.
14. Installation of HVAC (Higher& Lower side) system/ repair of existing air conditioning system
15. Installation of Lightening arrester and Earthing System in the Hospital.
16. LAN system work
17. Work related installation/ maintenance to non-medical equipment system
18. Installation of CCTV system.
19. Non-Medical Equipment (Kitchen, Laundry, CSSD, OT, TSSU)
20. Fire Fighting system.
21. Installation of new /Repair of existing system (ETP, WTP & STP)
22. Installation of MGPS System.
23. Solar water heating system.
24. Other Electrical which required as per site conditions

Manpower Deployment:

1. Deployment of adequate manpower like Mason, plumber, carpenter, Helpers, sewer man, supervisor etc. so as to ensure round the clock services of the hospital & staff quarters buildings for smooth functioning of the same.
2. Manpower attendance register is to be maintained properly.
3. Uniform, ID card have to be provided to each and every staff by the construction Agency
4. The Working Staff should be professionally qualified/ experienced and must be trained.
5. The agency shall indemnify ESIC from all liabilities that may arise out of action taken by the sub-contractor engaged by the PSU. The PSU shall ensure Compliance to all statutory for uniform including different labour laws as in existence during the period of contract.
6. The selected PSU agency will solely liable/ responsible for giving minimum wages of LC WB, E.S.I, P.F, bonus etc. as applicable to each of the workers engaged by them, failing of which strict action as deem fit will be taken by the local authority of ESIC RO, Kolkata, West Bengal & Sikkim Region.
7. Failure of compliance of the Labours Laws will make the Contract liable to be cancelled.
8. The PSU agency will not allow his employees to participate in any trade union activities or agitation in the premises during his working hours in the hospital.
9. The PSU agency shall give all the PPE like safety shoes, gloves, helmet, jacket, safety belt etc. to the labours/ workers.
10. The PSU agency shall ensure that the workers will wear proper uniform with name plate which will be given by the contractor.
11. For any accident/ injuries of workers ESIC will not be responsible.

Sd/-
Regional Director
Employees' State Insurance Corporation,
ESIC RO, Kolkata, West Bengal & Sikkim Region, Kolkata – 700104.

MEMORANDUM OF UNDERSTANDING (MoU)

Between

EMPLOYEES' STATE INSURANCE CORPORATION

And

**PUBLIC SECTOR UNDERTAKING / CENTRAL/STATE GOVT.
ORGANIZATIONS**

For

Balance Work in r/o Upgradation of Asansol ESIS Hospital from 100 bedded to 150 bedded.

This Memorandum of Understanding (hereinafter called "MoU") signed between Employees' State Insurance Corporation (hereinafter called "First Party/ESIC") represented by its Regional Director, RO, Kolkata on one part.

And

Central / State Government Organizations / Public Sector Undertakings (PSU) (hereinafter called "Second party/PSU agency") represented by its General Manager/ Project Manager / or authorized representative of PSUs on other part. 'ESIC, RO, Kolkata' and 'PSU AGENCY' are also referred to individually as 'Party' and collectively as 'Parties' wherever the context so requires.

Whereas 'PSU AGENCY' have agreed to undertake the work of Balance Work in r/o Upgradation of Asansol ESIS Hospital from 100 bedded to 150 bedded as mentioned in Tender for 'ESIC' as a 'Deposit Work' basis.

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

1. The Works shall be executed by Govt. Agencies on Deposit Work basis in accordance with GFR norms, CVC guidelines, CPWD norms, guidelines & specifications, BIS standards and sound engineering practices and also by observing due diligence in all respects.
2. The PSU agency shall prepare the detailed estimates as per site requirement in accordance with the CPWD guidelines/norms and submit the same to ESIC for approval.

3. The PSU Agency shall be solely responsible for execution of the works qualitatively and quantitatively as per prescribed specifications and as per detailed drawings/detailed estimate etc.
4. The PSU Agency will be allowed **Lump sum Centage Charges @ _____ (excluding GST on centage charges) 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, taxes, duties and levies, insurance of workers, etc.

5. The PSU Agency shall also submit the final expenditure statement along with the bill of executed works **as per actual executed work** in triplicate duly signed by the Project Manager and Account Officer of the PSU Agency to ESIC within one month from the date of completion along with refund of the unspent amount available with the PSU Agency for the work.

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 PSU Agency both qualitatively and quantitatively as per approved estimates. However, the responsibility of execution of works as per specifications and to maintain the prescribed quality shall rest with the PSU Agency. PSU Agency shall submit the progress reports of the work undertaken and completed and the work remaining pending on a monthly basis to the ESIC.

6. PSU Agency will apprise ESIC about the status of various ongoing 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 PSU Agency and ESIC for reviewing the progress of on-going works based on mutually agreed timelines, milestones etc. and also for resolving co-ordination issues, if any 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.
7. The funds released for this work shall not be utilized by the PSU Agency for any other ESIC or non-ESIC work.
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 PSU Agency. In case of revision, the ESIC shall, however reimburse to the PSU 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 PSU Agency, the same shall be passed on to the ESIC. However, no Centage Charges shall be payable by ESIC to PSU Agency on this account.

9. Component of GST/any type of Taxes, statutory liabilities /Minimum wages due to change in legislation occurred after receipt of tender / bid shall be reimbursed on production of Original paid Vouchers/Challan's generated along with assessment order by the concerned Govt. Bodies, as the case may be.
10. In case any non-conformity with the prescribed specifications or any defect is detected within **12-Months** of completion, the PSU 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 PSU Agency.

Now, therefore it is agreed between the Parties that:

A. GENERAL:

1. The ESIC will assign the Balance Work in r/o Upgradation of Asansol ESIS Hospital from 100 bedded to 150 bedded to PSU AGENCY for execution the required works.
2. The Conditions in NIT document will be the part of MOU.
3. During the assigning of works to PSU 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 work needs for each component of the infrastructure for restoring and sustaining the utility of the facilities.
4. Action plan for the entire contract period for the respective work of buildings to be furnished to ESIC Engineers.
5. After ascertaining the entire gamut of the balance work needs, PSU AGENCY shall prepare detailed estimates with milestone chart for various types of 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.
6. The construction agency shall have to obtain architectural, structural and engineering consultancy services from the appropriate qualified firms/professionals, as may be required in framing of the estimates and/or execution of works, as per the nature & requirement of individual work. No additional charges/fees shall be paid for the same.
7. PSU Agency have to furnish the documents related to award/assigned work to their Contractor viz. award letter, Signed copy of Contract Agreement, BOQ, etc.
8. 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.

9. The estimates for balance Works shall be framed on the basis of prevalent norms and yardsticks and good engineering practices by Govt. department/PSU and submitted to ESIC RO, Kolkata, West Bengal & Sikkim Region, PMD Branch along with all relevant details and documents for accord of approval.
10. The work sites must be supervised/controlled by the Officer of the PSU Agency not below the rank of Project Manager/ Executive Engineer/authorized signatory.
11. The fund for carrying out the works shall be released to Central / State Government Organizations / Public Sector Undertakings (PSU) by ESIC in the following manner:

Sl No	Types of Works	Quantum / Mode of release of Fund
I	Balance Work in r/o Upgradation of Asansol ESIS Hospital from 100 bedded to 150 bedded	➤ 30 % of sanctioned estimate amount as initial deposit within 30 days of A/A & E/S.
		➤ 1st installment of 30% of sanctioned estimate amount based on audited expenditure statement & certificate regarding utilization of 80 % of earlier released fund by Central / State Government Organizations / Public Sector Undertakings (PSU).
		➤ 2nd installment of remaining 30% of sanctioned estimate amount based on audited 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 project account, audited expenditure statement and details bills of entire executed works for closure of the project.

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) / from 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.

CONFIDENTIALITY

13. At the conclusion of the Contract, PSU 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 PSU 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.
14. PSU Agency will set up a dedicated wing comprising of civil as well as electrical units equipped with adequate manpower under unified command of senior level officer to execute the Works with due diligence and in the most efficient and effective manner. A Nodal Officer shall also be appointed by PSU Agency to coordinate with ESIC and other local authorities for managing the works efficiently and effectively.
16. The Office of PSU Agency have to be set-up at ESIC RO Kolkata and permanent responsible Engineer representative of PSU Agency shall be appointed to co-ordinate with ESIC reg. assigned works of the hospital premises.
17. PSU Agency has to depute independent experienced Engineer team both Civil and Electrical at the hospital building etc. as per CPWD norms and it will be covered in the Centage charges of the PSU Agency.
18. PSU Agency shall have to engage only licensed/certified electricians and Operators (Generator, Pump, Lift, Fire Men 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 PSU Agency.
21. In the event of failure to attend the complaint within 03 days, the Authorized Officer/Engineer of ESIC will get the work done at the risk and cost of the PSU Agency and expenditure incurred will be deducted from the subsequent payment of the PSU Agency.
22. The PSU Agency shall compensate ESIC for any losses incurred by theft, illegal or fraudulent activities of the manpower deployed directly or through his contractor.
23. PSU Agency shall be registering them 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 PSU Agency.

26. PSU Agency will apprise ESIC about the status of various 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 PSU Agency and ESIC preferably for reviewing the progress of ongoing Works based on mutually agreed 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.
27. PSU 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

PSU Agency shall be responsible for : Carrying out the Works of Buildings and Services including Equipment's & Plants rendering specialized services with due diligence and within agreed timelines and cost.

1. Submitting Estimates for various types of 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 for all Contract Packages and other expenditure incurred, after the completion of the work. In addition, whenever ESIC asks for any other details from PSU Agency regarding Utilization of Fund, copies of detailed sanctioned Estimates/ Technical Sanctions, Award of Works,

Running Bills etc., the same shall be provided by PSU Agency readily to ESIC.

6. Ensuring that its Contractors implement required Health, Safety & Environmental (HSE) practices at the 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. PSU Agency will act as Principal Employer in respect of all Statutory Obligations related to workmen deployed at the site in execution of the work & shall absolve ESIC from all responsibility that may arise against the compliance to the statutory laws.
7. It is the responsibility of PSU 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 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 works for reviewing of the progress periodically vis – a – vis approved time schedule and taking all necessary remedial actions, after taking into account 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 PSU 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 Works from start to completion effectively & efficiently.

13. 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.
14. 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 PSU 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/decree was not considered necessary, briefing out inter-alia, details of the award and clear-cut recommendations. The decision of the competent authority in PSU Agency to accept the award or challenge the same in a Court of Law will be binding on the ESIC.
15. Agency will take all necessary action to complete the works timely. However, for inordinate delay caused in the works liquidated damages have to be levied / recovered.

As further agreed by PSU 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 SR 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 PSU Agency by ESIC, detailed reasons and justifications for such delays shall have to be provided by PSU Agency, which shall be examined by ESIC for re-scheduling the Timeline, if any.

If there is delay of more than one week of the original time limit, in the completion of the work, the PSU Agency shall be liable to pay an amount of 0.5% 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.

16. Time period of contract:

The Contract shall be valid for a period of 06 months from the date of assigning the work to contractor/ sub agency by the PSU.

17. Extension of Time of contract and Expansion of Scope of work

- a) The Extension of time may be granted on valid & reasonable ground based on site constraints/recorded hindrance and requirements by the Regional Director if he satisfies himself on the ground mentioned. However, ESIC reserves all the right to terminate the Contract by giving 03 months' notice at any time during the currency of the contract if the services of the PSU 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 PSU Agency/Contractor during Extension of Time.

17. ESIC shall be responsible for:

- (i) Approving Scope, Estimates, Timelines and other proposals submitted by PSU Agency.
- (ii) Intimating Area Details, Special Requirements/ Features and Broad Specifications for specialized Equipment's and Plants for facilitating execution of works by PSU Agency.
- (iii) Providing required assistance to PSU Agency for carrying out the Special Repair Works.
- (iv) Releasing Fund to PSU Agency based on their request and in terms of the MoU.
- (v) Providing required assistance to PSU 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 PSU Agency staff / contractors and their workers for working at site in case these are required.
- (viii) Permitting free access to PSU Agency appointed Contractors' Materials and Workmen to the site of work and also helping PSU 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 PSU Agency.

19. Redressal of Disputes

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

In case 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 23.05.2018 (as updated or latest amended) on administrative mechanism for resolution of CPSE disputes, through, DG, ESIC.

20. 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 REGIONAL DIRECTOR, ESIC and CMD/MD of PSU 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 PSU's Works Manual/Codes shall stand modified to the extent of the stipulations made in this MoU for execution of the Works of ESIC infrastructure by PSU Agency across the country.

21. Termination

(i)This MoU can be terminated by either of the parties by giving 03 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 PSU Agency and due payment of the contractor, if any, shall be released after the completion of whole of the works after due adjustment.

22. Trans Border Clause

If PSU Agency of subject Package or at any ESIC establishments fails to execute the works due to whatever reasons, REGIONAL DIRECTOR, ESIC, RO, Kolkata reserves the right to depute any PSU 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.

23. The Second party will set up a separate wing in their organization having both civil as well as Electrical units under one single authority to exclusively look after the Work of ESIC properties. The officer In-Charge of this wing will be responsible for ensuring effective and proper execution of both Civil as well as Electrical Works. The estimates will also be submitted in respect of both Civil as well as Electrical works simultaneously indicating the items required to be executed under the two heads namely Electrical and Civil separately.
24. The first party shall release initial deposit @ 30 % of the estimated amount required for the works 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 Maintenance wing, 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.
26. The second party or its authorized representative shall inspect each of the properties under its care and suggest means for proper maintenance of the property. This inspection should be completed within 3 months of the taking over of the property.
27. 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.
28. The expenditure incurred by the second party on account of the fee payable for Mandatory inspection of installation by the Civil Agencies and the Taxes levied by the Local Bodies will be outside the estimates for Special Repair Works and separate Bill shall be submitted for the same.
29. The work of essential balance works shall under no circumstances be held up for temporary delay in release of funds.

- 30 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.
- 31 The wages of the deployed labour falling under plinth area rates and manpower engaged for Operating and maintenance of equipment's shall be governed by Minimum Wages Act, CLC 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, Monthly Expenditure Statement , other Statutory compliance, etc. along with the supporting documents shall be submitted to the Regional Director without fail by the maintenance agency.
- 35 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 Agency which shall then be reimbursed/paid as per actual without any Departmental Charges.
- 36 The second party shall also register themselves as Principal Employer for necessary compliance with the provision of Contract Labour (Regulation & Abolition) Act, 1970 and the Code on Social Security, 2020 as applicable.
- 37 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.
- 38 If any amount found to be recoverable at any stage during the contract period, the First party reserves right to recover the amount from the any dues payable to second party.
- 39 Regional Director, ESIC RO will be the rational –legal authority.
- 40 The first party can withdraw the work from the second party at any time after giving three months' notice without assigning any reason thereof and if the second party wishes to discontinue the work, the second party shall give three months' notice of their intention to discontinue the work. In such an event, the first party will not accept any liability on account of workers engaged by the second party and on any other account.

For and on behalf of ESIC

For an on behalf of Contractor

.....

.....

Name :

Designation :

Address :

Official Seal

Witness :

Signature :.....

Name :

Address :

Name :

Post :

Address :

Official Seal

Witness :

Signature :

Name :

Address :

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 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 agency.
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)

Annexure VI

Integrity Pact

To,
Regional Director,
ESIC Regional Office,
Plot No. 6, GB Block,
Salt Lake, Sector – III, Kolkata-700097

Sub: Submission of Tender for the work

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 PSU 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 Regional Director, ESIC Regional Office Kolkata, West Bengal, Plot No. 6, GB Block, Salt Lake, Sector – III, Kolkata-700097

(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 "PSU AGENCY" and which expression shall unless repugnant to the meaning or context thereof 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.

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;

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;

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.

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.

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/-

Regional Director

Employees' State Insurance Corporation,
(Address & Phone No., E-mail etc. to be inserted)

BID-SECURITY/EMD DECLARATION FORM

Bid No: _____

Date: _____

To,

Regional Director,
ESIC Regional Office,
Plot No. 6, GB Block,
Salt Lake, Sector – III, Kolkata-700097

Sir, I/We, the undersigned, declares that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security/EMD Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

(a)	have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
(b)	Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) Fail or reuse to execute the contract, if required, or (ii) Fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed:

(Insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name:

(Insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder) Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

Note:

1. In case of a Joint Venture, the Bid Security Declaration must be In the name of all partners to the Joint Venture that submits the bid.
2. Bid Security declaration must be signed in by the Proprietor/CEO/MD or equivalent level of Officer of the company.