



कर्मचारी राज्य बीमा निगम

(श्रम एवं रोजगार मंत्रालय, भारत सरकार)

EMPLOYEES' STATE INSURANCE CORPORATION

(Ministry of Labour & Employment, Govt. of India)



क.रा.बी.नि अस्पताल, रावाभाठा, रायपुर (छ.ग)- 493221
E.S.I.C Hospital Rawabhata, Raipur (C.G)-493221
Email: ms-raipur@esic.nic.in
Website: www.esic.gov.in

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[SECTION – 1]
NOTICE
INVITING
BID



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Email: ms-raipur@esic.nic.in
Website: www.esic.gov.in

Dated: / /2025

NOTICE INVITING EXPRESSION OF INTEREST

Employees' State Insurance Corporation (ESIC) is a statutory Body. The Medical Superintendent, ESIC Hospital, Raipur invites online bid offer for Centage* from eligible Central / State/Public Sector Undertaking (PSU) / Autonomous Bodies for entering into Memorandum of Understanding (MoU) for taking up the Annual Repair and Maintenance/Special Repairs (On need basis) of Civil and Electrical works of buildings including Operation & Maintenance of various Electrical/Electro-Mechanical Services, Equipment's and Plants **on deposit mode as per GFR Rule 133(3)** in the ESIC Hospital Raipur for **1 (one) year**. The MoU has an option to extend for further period of one-year subject to satisfactory performance of the agency during the contract period with mutual consent.

1. Details are given below:

NIEoI No.	CG-591/W/17/13/2024-PMD
Name of the Work	Annual Repair and Maintenance/ Special Repaire (on need basis) of Civil & Electrical Work of buildings including Operation & Maintenance of Various Electrical/Electro-Mechanical Services, equipment and Plants in ESIC Hospital, Raipur and its 32 no. of Staff Quarters at Rawabhata, Raipur Chhattisgarh.
Client / Owner	EMPLOYEES' STATE INSURANCE CORPORATION(ESIC)
Details of Building Infrastructure to be maintained	Annual Repair and Maintenance/ Special Repaire (on need basis) of Civil & Electrical Work of buildings including Operation & Maintenance of Various Electrical/Electro-Mechanical Services, equipment and Plants in ESIC Hospital, Raipur and its 32 no. of Staff Quarters at Rawabhata, Raipur Chhattisgarh. (Details of sites given in annexure III)
Earnest Money deposit	NIL
Cost of Tender document	NIL
Date of Tender Document available on e-tender portal	As PER Tender Document
Date of start and end of online Pre-Bid queries	As PER Tender Document

Date of Online Pre Bid Meeting	As PER Tender Document
Starting date of e-tender for submission of online Technical Bid and Price Bid	As PER Tender Document
Closing date of online e-tender for submission of Technical bid and Price Bid	As PER Tender Document
Date and time of opening of Technical bid	As PER Tender Document
Date and Time of opening of Price Bid	Will be communicated separately to the qualified bidders
Contract Period	1 (One) year
Validity of Offer	90 days after the last date fixed for submission of bid including the extension (s) given, if any

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

Note: Wherever the word “ESIC” is mentioned it refers The Medical Superintendent, ESIC Hospital , Raipur The intending bidder(s) must read the terms and conditions carefully. They should only submit their bid if eligible and in possession of all the documents required.

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 link given below.
<https://eprocure.gov.in/eprocure/app>.
4. The Agency must ensure to quote rate in percentage only in appropriate column up to 2 (two) decimal places.
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 48 Hrs before the notified pre-bid meeting date, to the Office of The Medical Superintendent, ESIC Hospital, Raipur by e-mail (ms-raipur@esic.nic.in). Clarifications will be made during the online pre-bid meeting.
8. Pre – bid conference shall be held on date, time and place as mentioned in the notice to clarify queries of intending bidders for submission of bid for the work to be undertaken.

9. ESIC reserves the right to reject any or all bids 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.

10. Set of Bid Documents:

The following documents will constitute set of bid documents:

SECTION-1	Notice Inviting Bid
SECTION-2	Instructions to Agency
SECTION-3	Qualifying Criteria
SECTION-4	Financial Proposal

11. Bidding Process

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

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

In Stage – II, financial bids of technically qualified bidders, who meet the qualifying criteria as mentioned in Section – 3, are opened on the prescribed date and time in the presence of representatives of bidders. L-1 Construction agency whose Centage Charges are found lowest shall be considered for award of work as per due process.

12. Mode of Submission

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

- a. Letter of acceptance of terms and conditions of bidding document in the prescribed format as per Annexure – I and undertaking as per format given in Annexure – II.
- b. Certificates of works experience and other documents for annual turnover and other documents of PSU (MoA, AoA etc.,) for undertaking works required to establish fulfilment of qualifying criteria
- c. Bid documents downloaded from website to be signed on each page by authorized representative along with Financial Bid / Proposals (Section – 4) quoted with Centage Charges shall be uploaded.
- d. Authorization letter issued by the Competent Authority i.e. CMD / MD / Chairman/etc. for signing the bid document.
- e. **No Proposals/Documents will be received / uploaded after the prescribed date & time.**

13. 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, and then ESIC shall, without prejudice to

any other right or remedy, be at liberty to debar them from participation. Further, they shall also not be allowed to participate in the re-bidding, if any.

- 14.**The authority to accept of any or all bid(s) will rest with the ESIC which does not bind itself to accept the lowest bid and / or reserves to itself the right to reject any or all of the bids received without assigning any reason thereof.
- 15.**Date of Start of work shall be reckoned from details in award letter or handing over of site whichever is later.
- 16.**The Award of work, Execution and Completion of work shall be governed by documents consisting of (but not limited to) Letter of Award / Work Order, Bid, MoU and Bid Document. The bidders shall be deemed to have gone through the various conditions while making / preparing their proposal & submitting the Bid.
- 17.**In case, any misrepresentation / falsification is noticed in copies of documents submitted, then the bid submitted shall become invalid. ESIC shall, without prejudice to any other right or remedy, be at liberty to disallow the agency from future participation.

Sd/-

(The Medical Superintendent, ESIC Hospital, Raipur)

Instructions for Online Bid Submission

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

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

REGISTRATION

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

SEARCHING FOR DOCUMENTS

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

2. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / 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 opener's 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)/ Autonomous 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 Agency **on deposit mode.**
- 1.3 Agencies should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first – hand information on the assignment and local conditions, Agencies shall 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 : The Medical Superintendent, ESIC Hospital, Raipur
Address : **ESIC Hospital Rawabhata Raipur.**
Phone : **0771-2990526**
E-Mail : **ms-raipur@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 rules/CVC-CTE Guidelines 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 Conflicts 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 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 agencies 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

The Medical Superintendent ESICH Raipur reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

1.10 **Brief Description & Scope of work**

(As per details given in Annexure – III)

2. CLARIFICATION AND AMENDMENT OF BID DOCUMENTS

2.1 Agencies may request for a clarification in respect of the Bid documents not later than 48 hours before the pre-bid meeting date. Any request for clarification must be sent in writing, or by standard electronic means to the ESIC email address i.e. ms-raipur@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 because of a clarification or any other reasons it shall do so following the procedure under Para 2.2.

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 bid offer, Construction Agencies are expected to examine in detail the bid document. The bid shall contain documents stipulated in the bid document.

3.2 The bid proposals, all related correspondence exchanged between the agencies and ESIC and the contract/ MoU to be signed after award shall be written in the English Language.

3.3 Documents pertaining to Qualifying Criteria

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

3.4 Financial bid Proposals

Bid 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 and shall be submitted along with bid.

5. BID EVALUATION

5.1 Evaluation of Qualifying Criteria

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

5.2 Evaluation of Financial Bid

5.2.1 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.

5.2.2 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.

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

6. AWARD OF WORK

6.1 The work shall be generally awarded to the L – 1 Quoted Agency who's Centage Charges are found lowest as per due process subject to terms and conditions.

In case the Lowest quoted Centage Charges of two or more participating agencies is the same, then the lowest agency will be decided by drawal of lots.

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

The successful Agency must follow GFR & CVC/CTE guidelines for awarding/selection of the work to contractors if the work is not executed by them departmentally.

6.2 The successful Agency shall submit complete details/ timeframe for survey of various Civil, Electrical and Electro-Mechanical equipment of ESI establishments,

preparation of ARM/ AMC estimates, submission of preliminary estimates to ESIC, floating of tenders after receipt of Approval ESIC as per GFR and CVC guidelines, awarding of works to successful agencies etc.,

- 6.3 PSUs may float the tender for the works either standalone or in packages based on location wise/sub-region wise/ Hospital wise etc., for all the ESI establishments.
- 6.4 Necessary assistance of ESIC may be availed for survey/packaging of ESI establishments for the purpose of estimation/ tendering.
- 6.5 After submission of preliminary estimates to ESIC, necessary Administrative Approval & Expenditure Sanction (A/A & E/S) will be accorded by ESIC
- 6.6 On receipt of A/A & E/S the PSU shall prepare the detailed estimates for technical sanction of Competent Authority of PSU before floating e-tendering as per GFR provisions including departmental regulations and Delegations of Powers (DoPs) etc.,
- 6.7 The Tender document (Notice Inviting Tender) shall be prepared and scrutinized and accepted in accordance with the relevant provisions of CPWD Works Manual- 2022.
- 6.8 PSUs shall be responsible for ensuring quality, quantity, reasonability of rates etc., as per the sound engineering practices and norms followed in government organisations such as CPWD, state PWDs etc.,

7. FUND DEPOSIT:

ESIC shall release initial deposit @ 30 % of the estimated amount required for Annual Repairs and Maintenance to the PSU after sanctioning of the estimate. The remaining amount of the estimate will be released in three instalments. After release of initial deposit, second and third instalments of 30% each will be released after receipt of Expenditure Statements and utilisation certificates of the previous released fund **duly signed by the Accounts Officer in regular capacity not below the rank of Addl. General Manager (Finance) and the Engineer in charge of the Maintenance wing, created by the PSU for this work.** The final 10% will be released on completion of work. The same shall be accompanied by a certificate from the Occupier / Custodian of the property certifying satisfactory completion of the works done by the second party along with the expenditure statements and utilisation certificates as mentioned above. **Centage means charges on the Final value of work executed or estimated cost whichever is lower.**

(and also refer MoU Point No.32 to 34 for details)

8. 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.

9. DEFAULT OF AGENCY: If the performance of the agency is not satisfactory and not corrected within 15 days of receiving notice, then the Medical Superintendent ESIC

Raipur shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Agency.

10. AMICABLE SETTLEMENT OF DISPUTES: The party shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

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

- Amicable settlement has not been reached. The dispute shall be referred to the sole decision of the Chief Engineer, ESIC whose decision shall be binding on both the parties.
- In case of dispute still persisting, the matter will be referred for settlement as per Govt. India Guidelines issued vide O.M. No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018 (as updated or latest amended) on administrative mechanism for resolution of CPSE disputes, through DG, ESIC.

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

13. The agency who has been assigned the ARM works shall set up a service center equipped by manpower as per norms and yardsticks of CPWD, for management of the complaints received from the user end i.e., Hospitals, Dispensaries etc. and shall ensure the complaint redressal in a scheduled time bound manner.

14. In case of absence of the manpower without providing suitable replacement PSU will ensure the condition for compliance of necessary provision under wages/labour act/codes.

15. PSU will ensure that suitable penalty to be imposed on their appointed contractor as per the norms in their Codes and procedures. Any savings on this account shall be passed on to ESIC. The complaints received at service center shall be attended on the same day, if the complaints not resolved within two days, it may be ensured that suitable penalty to be imposed on their appointed contractor as per the norms in their Codes and procedures. Any savings on this account shall be passed on to ESIC. However, ESIC reserve its right to get the complaint attended/rectified at the risk and cost of the Agency through ESIC engineers with sufficient notice and same shall be deductible the amount payable.

16. An Engineer (preferably regular cadre) at responsible position having domain experience shall be positioned at ESIC HOSPITAL, RAIPUR by the PSU for better management of the assigned ARM works and smooth maintenance of the ESI establishments. Engineering setup including number of officers, with their location, reporting etc. (to be deployed) details to be provided in detail by appointed agency including list, contact details to ESIC concerned Hospital.

17. It may be noted that under no circumstances, the expenditure should exceed the sanctioned amount. (i) Agency have to carry out the work in accordance with provisions made in the working estimates and (ii) ESIC will not be liable to bear excess expenditure except variation in paid revised minimum wages and DA for the period of the deployed manpower.

18. The deployment of labour for the services falling under plinth area rates should be made as per norms/yardsticks specified by CPWD for the categories of wire man/electrician, sewer man, plumber, mason, carpenter etc. Depending upon the location of the project and other relevant factors, rounding off of a fraction of worker to the next higher member may be allowed. In case of ARMO (O&M Services of MEPs) the deployment shall be governed by relevant factors such as duration of services required, essentiality of services etc. and other local conditions. The wages of the "Work Charged staff shall be governed by Minimum Wages Act along with the statutory provisions (like PF, ESI, etc. and other prevalent/mandatory regulations of the concerned State/UT).

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

20. If the Competent Authority requests to attend for complaints of Special Repair nature to PSU, as per site requirement, the quoted centage charges for these SR works also shall be same as that of ARM works.

[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 (Regular staffs) to carry out construction/ maintenance activities of buildings. Consultant agencies are not eligible to participate in bidding process.

(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 (Regular staffs) to carry out construction/ maintenance activities of buildings. Consultant agencies are not eligible to participate in bidding process.

2. The bidder must have successfully executed/completed similar Services over the last seven years i.e. the current financial year and the last three financial years: -

(a) Three similar works with plinth area of work not less than the area equal to 40% (forty percent) of the total plinth area of the contract i.e. 6166 sqm ; or

(b) Two similar works with plinth area of work not less than the area equal to 60% (Sixty percent) of the total plinth area of the contract i.e. 9249 sqm; or

(c) One similar work with plinth area of work not less than the area equal to 80% (eighty percent) of the total plinth area of the contract i.e. 12332 sqm

Definition of Similar Works:

The definition of similar works shall be as under:

(i) Annual Repairs and Maintenance of Hospital* (minimum 100 bedded Hospital) with or without residential staff quarters.

AND/OR

(ii) Extension/Renovation of Existing Hospital* (minimum 100 bedded Hospital) with or without residential staff quarters.

(*Hospital would include standalone Hospital or Hospital as a part of the Medical College)

2. The PSUs are not eligible to participate the bidding process under the following conditions.

- 2.1 PSUs whose performance below satisfactory level and notices issued by the client organisation on poor maintenance performance etc., shall be summarily rejected.
3. The PSUs who are participating in the bidding process should invariably produce MOA issued by the Register of companies GOI in proof of authorisation to undertake Civil and Electrical works.
 4. Even though any bidder may satisfy the above requirements, they would be liable to disqualification if they have:
 - (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.
 5. Documents to be furnished for along with bid:
 - i) Attested copies of G.O. /Orders issued by the Central/State Govt. for establishment of the PSU authorizing for carrying out Civil, Electrical & building works with applicable jurisdiction.
 - ii) Copies of certificates in respect of execution / completion of *similar works.
[*Similar works means Repairs and Maintenance works of buildings and allied services including Electrical and Electro-Mechanical equipment]
 - iii) Certificate from Chartered Accountant mentioning financial turnover of last 3 (three) years.
 - iv) Details in form of the chart mentioning the strength of **regular staffs** in the organizational setup in the state of Chhattisgarh.
 - v) 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: Annual Repair and Maintenance /Special Repairs (On need basis) of Civil and Electrical works of buildings including Operation & Maintenance of various Electrical/Electro-Mechanical Services, Equipment's and Plants in the ESIC Hospital Raipur for **1 (one) year** (attached in annexure III).

NAME OF AGENCY:

Sl. No.	Description	Centage * (in figures & words)
1.	CENTAGE** for execution, supervision of Annual Repair and Maintenance /Special Repairs (On need basis) of Civil and Electrical works of buildings including Operation & Maintenance of various Electrical/Electro-Mechanical Services, Equipment's and Plants in the ESIC HOSPITAL Raipur (one) year (attached in annexure III).	_____ %

Seal of the Organization
Signature of the Authorized Signatory **
Date:

***To be quoted in percentage with two decimal places both in figures and words distinctly. Centage means charges on the Final value of work executed or estimated cost whichever is lower.**

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

**** Authorization 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 Medical Superintendent, ESIC Hospital,
Rawabhatta

**Raipur
Chhattisgarh-493221**

SUB: Annual Repair and Maintenance /Special Repairs (On need basis) of Civil and Electrical works of buildings including Operation & Maintenance of various Electrical/Electro-Mechanical Services, Equipment's and Plants in the ESIC Hospital Raipur for **1 (one) year** (attached in annexure III).

REF: Bidding Document No. _____

Sir,

1. With reference to above, I / We are pleased to submit our bid / offer for the above work and I / we hereby unconditionally accept the terms & Conditions of Bid Documents and Standard Contract Agreement / MoU in its entirety for the above work.
2. I / We are eligible to submit the bid for the above work and I / we are in possession of all the required and relevant documents.
3. I / We have read all the terms and conditions of the **STANDARD CONTRACT AGREEMENT / MoU** as well as Bid Document and agree to sign the same in case of award of work.
4. I / We have submitted all the documents as per Notice Inviting Expression of Interest.
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.
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 Medical Superintendent, ESIC Hospital,
Rawabhata
Raipur
Chhattisgarh-493221

SUB: Annual Repair and Maintenance /Special Repairs (On need basis) of Civil and Electrical works of buildings including Operation & Maintenance of various Electrical/Electro-Mechanical Services, Equipment's and Plants in the ESIC Hospital Raipur for **1 (one) year** (attached in annexure III).

REF: Bidding Document No. _____.

Sir,

We undertake that –

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

Or

I / We have employed ESIC Staff / Member of the Corporation as per list attached to work for our organization and certify that there is no conflict of interest.

3. I / We have not been debarred or blacklisted by any department / Organization to execute their works.
4. I / We have not suppressed or concealed any information pertaining to works executed by us.
5. I / We have not made any misleading or false representation or deliberately suppressed information in the form of statements and enclosures required for eligibility criterion.
6. I / We have not abandoned any work and left work incomplete due to financial failures / weaknesses or have a record of poor performance.

Yours faithfully,

(Signature of the Authorized Representative)
With Rubber Stamp

Dated: _____

Place: _____

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

Annexure-III

Brief Description & Scope of Work **(for illustration only)**

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

Scope of Works:

1. Comprehensive Annual Repair and Maintenance/Special Repairs (On need basis) of Civil and Electrical works of buildings including Operation & Maintenance of various Electrical/Electro-Mechanical Services, Equipment's and Plants in the ESIC Hospital Raipur **1 (one) year**. The built-up area details of the establishments to be undertaken for ARM/SR works are as following: -

Sl.No	Location of ESI Establishment's	Built Up area in Sq.m (Approx.)
1.	ESIC Hospital Raipur	
	Hospital building	12343
	Staff Quarters	3072
	Total Area	15415

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

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

<u>ESIC Hospital Raipur</u>				
Sl. No	Type of Equipment	capacity	Eqpt age	Remarks
1	Sub-station	2x630 KVA Transformers with HT, LT Panels	<6 yrs	
2	DG Set	1x750 KVA 1X630 KVA	<6 yrs	
3	Lift	04 Nos 16 passenger capacity	<6 yrs	
4	Lift	01 Nos 08 passenger capacity	<6 yrs	
6	UPS	3x60 KVA	<6 yrs	
8	Chiller Ac plant	2x330 TR	<6 yrs	
9	Solar water heater	1000 LPH-06, 500 LPH-41	<6 Yrs	
10	RO Unit	500 LPH	< 6 yrs	
11	STP/ETP	100 KLD	< 6 Yrs	
12	Fire Fighting System	-	< 6 Yrs	

Note:

- The above list is not exhaustive but may include various other equipment/ services which may be added/ deleted as per necessity/ decision of ESIC from time to time.
 - Out of the above-mentioned lists, for those plants/ equipment for which AMC is already in place shall be handed over to the agency after completion of the existing AMC or as decided by ESIC.
 - The work for above sites to be taken up shall be intimated separately.
3. The ESIC will assign the following types of repairs & maintenance works of agency on deposit mode of work execution basis for carrying out comprehensive Repairs & Maintenance of its existing infrastructure comprising of Hospital, Dispensaries, office

buildings & Staff Quarters and Services including Equipment and Plants rendering specialized services:

- a. Day to day maintenance of building and services and Annual/Periodical Repair and Maintenance of Buildings & Services.
- b. Day to day Operation & Maintenance of Specialized Services.
- c. Annual Repairs and Maintenance of Specialized Services (AMC/CAMC of Fire suppression system, STP & ETP, RO Plant).
- d. Special Repair Works for Building & Services **(if required separate tenders may also be called based on local condition)**.
- e. Day to Day operation & maintenance (O & M) of specialized Equipments/services.
- f. Annual repairs and maintenance (ARM) of specialized Equipments/Services.

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. Aadhaar Enabled Biometric Attendance System (AEBAS) to the deployed Manpower must be implemented.
- 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 agency shall ensure that necessary complaint registers are maintained for lodging of complaints by the end users and log books for DG Set and substation, fire equipment, STP & ETP, Lifts, APFC Panels, RO plant etc.... The complaint registers shall be periodically monitored by responsible Engineer(s) (preferably regular cadre) of PSU and the same shall be monitored at senior level engineers/officers of PSU at regular intervals, so as to ensure that the complaints are attended in time by the contract agencies. After attending of each complaint, necessary signature of the complainant/end user shall be obtained as a token of acceptance. ESIC reserves the right to inspect the Complaint registers as and when necessary, so as to ensure smooth execution of works and to regulate advance fund deposits.
- The site for the work is readily available as the ARMO work is to be carried out in the running hospital and other ancillary structures and the desirous agencies can inspect the Hospital and attached Offices Area on any working day.
- The PSU shall submit the maintenance programme chart/timeline chart for executing the work:
- Conditional bids if any shall summarily be rejected.

Sd/-

Medical Superintendent
ESIC Hospital, **Raipur**

Annexure-IV

Memorandum of Understanding (MoU)

The Memorandum of understanding (MoU) made on this day of _____ 2025 between the Employees' State Insurance Corporation having their office at **ESIC Hospital, Rawabhata, Raipur-493221** hereinafter called the first party of the one part) and M/s _____ having their registered office at _____ (hereinafter called the second party of the other part).

The first party have desired to get Repairs and Maintenance of the Civil and Electrical Works/Special Repair works(on need basis) including Operation of various Electrical/ Electro-Mechanical Services, Equipment's and plants owned by the ESI Corporation in the ESIC Hospital Raipur **1 (one) year** done by the second party.

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

The first party agrees to entrust the repair and maintenance work of the Civil and Electrical Works/Special Repair works(on need basis) including Operation of various Electrical/ Electro-Mechanical Services, Equipment and plants, as may be indicated from time to time in the ESIC Hospital Raipur for **1 (one) year** to the second party and the second party agrees to execute the work of Repair and Maintenance and Special Repairs, if any, required for those properties on the terms and conditions as set out here under: -

A. Entrusting the work to successful PSU:

1. The conditions stipulated in the NIT for the above work shall also be the part of this MoU.
2. The PSU shall invariably follow CVC guidelines and all the GFR-2017 provisions including the amendments, if any.
3. The works shall be executed on the principles / procures of latest CPWD manuals & specifications.
4. The second party or its authorized representative shall conduct detailed inspection of each of the properties and conduct survey of the buildings / equipment etc., and

suggest means for proper maintenance of the property/equipment. The PSU shall include all the necessary items that are required for carrying out smooth maintenance of the ESIC Hospital Raipur. The PSU at any later stage after finalization contracting agency/agencies, shall not say to ESIC that "items are not included in the scope of contract for repair & maintenance". Hence, detailed survey shall be done by the PSU meticulously for listing out the items required for smooth and effective maintenance before floating the tenders for finalization the contracting agencies.

5. During the preliminary survey, if any items of Electrical/ Electro-Mechanical component are found to be faulty, then necessary provisions shall be considered while framing the estimates to make the buildings or equipment / services fully functional. The Second Party shall ensure that the estimate shall cater to all necessary items to ensure proper working of various services.
6. 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 engineering aspects and take over possession of the same immediately with all inventory, etc. for smooth and effective maintenance.
7. The PSU shall coordinate in arranging for conducting the structural stability of any buildings if requested by ESIC
8. After detailed inspection and survey of buildings/equipment, the second party shall prepare Preliminary Estimate (PE) based on the plinth area norms of CPWD for the Civil & electrical repair & maintenance and submit the PE for accord of approval of Administrative Approval and Expenditure Sanction (A/A & E/S) of ESIC. In respect of E&M services, the estimate shall be based on standard procedures outlined in CPWD works manual.
9. The Second party after receipt of A/A & E/S against the PE, shall prepare the estimates in detail based on the survey conducted by the second party for tendering purpose as per the GFR provisions / CPWD procedures for taking up Annual Repair and Maintenance works or Special Repair works (on need basis).
10. Upon receipt of A/A & E/S from the ESIC, the Second Party shall ensure to prepare the detailed estimates containing detailed specifications and quantities (including all the minute items that are required for smooth and effective maintenance as detailed

in Para 4 above) as per GFR 136(1) (iv). These detailed estimates shall be prepared based on the CPWD Schedule of Rates for items of work covered by it and for the items not available in CPWD Schedule of Rates; State Public Works Departments Schedule of Rates shall be adopted for the detailed estimates. For non-scheduled items which are not covered under both CPWD and State PWD Schedule of Rates, the analyzed market rates shall be considered for framing the estimates.

11. The detailed estimates so prepared as per Para 10 above, shall be submitted to the competent technical authority of the PSU who is delegated powers to accord Technical Sanction to the detailed estimates as per GFR 136(1)(iv) before commencement of any work or liability incurred (against the fund deposited by the ESIC to the PSU) as per GFR 136(1)(iv).
12. Before proceeding to the next stage of tendering, accord of Technical Sanction to the detailed estimate by the PSU including all the items framed with proper specifications and quantities calculated based on the ground data collected etc., is essential and copy of the Technical Sanction accorded to the detailed estimate shall be forwarded to the ESIC.
13. **Once the A/A & E/S accorded by the ESIC, the PSU shall take over the Repair & Maintenance works / Services within 60 (sixty) days after following due departmental procedures as per GFR provisions / CPWD working principles as detailed from Para 8 to 12 such as preparation of detailed estimates, accord of Technical Sanction by the Competent Technical Authority of the PSU, Floating of e-Tenders in transparent manner, finalization of agency, award of work etc.,**
14. After award of work to the successful bidder, the second party shall forward the copies of award letters, signed copy of agreements to the first party.
15. The Second party shall immediately after awarding the work to the contract, the agency should deploy empowered project team as per GFR 135(2) of regular departmental engineering officers of the PSU and intimate in writing to the First party, the name(s), qualifications, designation, experiences, age, addresses and other particulars email ID, mobile Number etc., along with certificates within 5 days, failing which necessary recovery shall be initiated by the First party as per the decision of the competent authority of ESIC.

16. 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 Repair and Maintenance work of ESIC properties. The officer in – charge of this wing will be responsible for ensuring effective and proper Repairs Maintenance of both Civil and Electrical works. The estimates will also be submitted in respect of both Civil and electrical works separately indicating the scope of works required to be executed under the two heads namely Civil and Electrical separately.
17. Though the norms of expenditure on Annual Repairs and Maintenance of the projects are based on the plinth areas and though the estimates are to be prepared accordingly based on plinth area norms, the funds released against the estimate shall also be utilized for maintaining external services of the concerned property / properties. However, in some cases of major external services where it is not possible to meet the expenditure on such external services from the plinth area norms of the buildings, a separate estimate for external services shall be prepared and submitted giving full justification for the need for framing such separate estimate. Funds shall be released against such estimate only after necessary accordance of A/A & E/S by the 1st party to the Second party
18. The second party shall submit the revise Preliminary Estimate with justification If the accorded A/A & E/S amount exceeds for any reasons.
19. The nodal officer nominated by the second party should also attend the monthly meetings organized by the first party or as and when required. Agency will apprise to ESIC about status of various Repairs & Maintenance works periodically during join progress review meetings wherein both physical and financial progress would be discussed besides of resolution of pending issues, if any.
20. **PERFORMANCE BANK GUARANTEE:** To ensure satisfactory and timely performance of the works, it is mutually agreed upon by both the parties that the second party, namely _____, will provide performance security in the form of Performance Bank Guarantee (PBG) to the First party (ESIC). The performance security amount shall be for an amount of 3 to 5 percent value of the estimate as per the norms in vogue. The performance security may be furnished in the form of Demand Draft of Fixed Deposit receipt or irrevocable Bank Guarantee, issued by any approved nationalized bank in India. Alternatively, online payment in proper and acceptable format is also acceptable, safeguarding ESIC's interest in all

respects. The PBG shall be submitted within 15 days from the date of approval of estimates and shall be valid for a period of One year from the date of commencement of work plus 60 days period or completion of observation period whichever is later. The Performance Bank Guarantee shall be as per the standard format to be decided by the ESIC.

21. The work of essential Repair and Maintenance and Operation of essential/emergency services shall under no circumstances be held up for temporary delay in release of funds.
22. After finalization of the contractor, the second party within 10 days, should establish a Service Centers at ESIC Hospital Raipur The service center should be manned by a supervisor for receiving the complaints and disposing off the same on day-to-day basis. Space for the service centre shall be provided by the ESIC.
23. **Complaint Redressal mechanism:** The Second Party shall maintain a Complaint book at the Service Centre and all complaints will be got entered in the said book which shall be checked by the Officers/Engineers of the Second Party on day-to-day basis and as soon as the work completed, suitable remarks shall be given in the Register. The register should also be monthly checked by the senior officer of the Second Party and signed in token of having checked the same.
24. The inventory shall be taken over by the second party within 10 days from the date of award of work, in consultation with the first party to commence the work at once upon taking over of various inventories/Services the second party shall be fully responsible for the proper operation, maintenance and upkeep of building infrastructures including Electrical and Electro-Mechanical plants and equipment (detailed list with the NIT).
25. The second party shall make arrangements for Annual Maintenance Contract (AMC) or Comprehensive Maintenance Contract (CMC) of various E&M services, HT & LT Panel, Transformers, Electro Mechanical equipment, Fire Fighting System, Fire Alarm System, pumps, lifts, HVAC, UPS, Batteries, RO Plant, DG sets, STP/ETP etc., through OEM or authorized agents within 15 days of award of work order to the contractor.
26. The second party should settle the contractor bill on monthly basis for the work executed after verifying the BOQ and measurement details within 20 days from the

date of receipt of the bill. The copy of the bill along with the proof of payment by the second party should be submitted to the first party within 5 working days from the date of settlement.

27. The second party shall submit the statement of monthly bills settled to the first party with the proof of payment made to the contractor(s) within 5 days of settlement of the bill.
28. It is the responsibility of the second party to classify the nature of work whether it is ARM or SR work based on the complaint received from the user department in line with CPWD norms. Accordingly, the second party should prepare separate the Preliminary Estimate for Special Repair if required and submit to the competent authority of ESIC for accord of A/A & E/S.
29. Due to lack of clarity by any of the officers of the PSU in classifying the ARM & SR nature of works, the tendency to book of funds of SR nature of items in ARM budget should be avoided. Due to the dynamic nature of works in the hospital campus, there shall be a special repair contract parallel to the ARM contract to avoid booking of SR nature of works under ARM category.
30. Once the Administrative Approval and Expenditure Sanction (A/A & E/S) accorded by the First party for the SR Estimates, the 2nd party should float the tenders in a transparent manner to carry out the SR works following due procedures.
31. The quantity and quality of the work done by contractor has to be verified by the second party only. if any repair work done by the contractor found to be not up to the mark and if it requires any additional resource to repair it again, the cost involved in the repair work will not be paid to the contractor and the initial expenditure incurred for that repair work will be deducted from the centage charge of second party.
32. First party shall deposit the fund as detailed below in the tabular form: 1st instalment of to the second party within 21 days of the communication of A/S and E/S for ARM/SR works.

(I)	Initial deposit after accord of A/A & E/S by 1st Party against the PE submitted by the second party.	30% of <u>30% of the accorded A/A & E/S value</u> in two installments (10%+20%) against submission of undertaking for compliance of: A. 10% - After accord of A/A & E/S and Submission of Undertaking of compliance made on ESI/PF, Labour
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		<p>laws, other statutory compliance, expenditure statement etc. Expenditure statements of works executed duly signed by the competent regular Accounts officer of 2nd Party not below the rank of AGM(Finance) along with engineer in-charge of Maintenance wing set up by the 2nd party</p> <p>B. 20% - After submission of award letter and signed copy of contract agreement signed by the 2nd party with its successful contractor/contracting agency and deployment of manpower at site.</p>
(II)	<p>First installment after deposit of initial deposit shall be released subject the fulfilling of the following:</p> <ul style="list-style-type: none"> - submission of regular monthly statement of complaints attended and pending, - Submission of details copies of complaint registers along with the monthly statement etc. - Submission of bio-metric attendance of the manpower deployed along with bank statements in proof of online transfer of salaries to the workers deployed etc., 	<p>30% of the <u>accorded A/A & E/S value</u> subject to certificate undertaking of:</p> <ul style="list-style-type: none"> - Monthly Statement of compliance made on ESI/PF, Labour Laws, other statutory compliance, monthly expenditure statement - Expenditure statements previous quarter/advance and adjustment of advance of (I) above duly signed by the competent regular Accounts officer of 2nd Party not below the rank of AGM(Finance) along with engineer in-charge of Maintenance wing set up by the 2nd party. -The PSU also shall submit the summary of works executed and complaints attended in each month duly certified by Engineer-In – Charge of PSU. These summaries of works executed/complaints attended shall be attached mandatorily seeking the fund deposit of I st & 2nd instalments.
(III)	<p>Second installment after deposit of initial & 1st installment shall be released subject the fulfilling of the following:</p> <ul style="list-style-type: none"> - submission of regular monthly statement of complaints attended and pending, - Submission of details copies of complaint registers along with the monthly statement etc. - Submission of bio-metric attendance of the manpower deployed along with bank statements in proof of online transfer of salaries to the workers deployed etc. - Evaluation of satisfactory performance by 	<p>30% of the accorded A/A & E/S value Subject to adjustment of advance of (I) & (II) above</p>

	user, statement of balance works to be done as per detailed estimate against the work due for the year.	
(IV)	Final installment to be deposited before end of financial year after receipt of satisfactory completion of the work by user.	10% of fund release as per Para 34 detailed below the approved estimate.

- 33.** In case of ARM/SR works, the 2nd party shall submit the audited expenditure statement and utilization certificate by the competent regular accounts officer, not less than the rank of the AGM (Finance) along with the Maintenance head designated by the 2nd party/PSU, for release of fund for the 1st installment (after release of initial deposit) of 30% of the accorded A/A & E/S value. The request for 2nd installment shall be accompanied by a certificate from the Occupier / Custodian of the property in token of attending/rectification of the complaints lodged by users.
- 34.** The final 10% will be released on completion of work based on the settlement of contracts by the 2nd party. The request for final 10% release of fund shall be accompanied by a certificate from the Occupier / Custodian of the property in token of attending/rectification of the complaints lodged or works requested along with audited expenditure statements and utilization certificates as mentioned above.
- 35.** Final settlement for ARM / SR shall be made to the second party including centage charges only after completion of work and after making full settlement to the contractor/AMC Agencies.
- 36.** 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 Annual Repairs and Maintenance. It will be reimbursed on production original receipts.
- 37.** GST / Labour Cess etc. if it becomes applicable on Centage / Departmental Charges subsequent to date of signing of agreement in case of the categorization/change in rates of ARM work as a "Service" by Central / State Govt. shall be first paid by the Construction Agency which shall then be reimbursed/paid as per actual without any Departmental Charges.
- 38.** The Second Party shall to be responsible for redressing and complying with the observation of CTE/CVC, Auditors, Statutory Authorities, Local Bodies, Municipal

Corporation etc. Pertaining to the work under intimation to First Party. Providing all work-related information promptly to 'First Party' for replying to Parliament Questions, queries from various Constitutionals & Statutory Authorities.

39. The Replacement of Consumables like Bulbs, Tube-lights etc., shall be limited to areas of Office Buildings, Hospital Buildings, common area of Staff Quarters only. Procurement of these types of consumables inside the staff quarters shall be done by the allottee himself/herself, once it is occupied.
40. At the commencement of the year, the second party or its representative, along with the Custodian, will inspect the property, identify the Repairs and Maintenance needed and accord priority to the various items of works to be attended during the year by the second party, as far as practicable shall strictly adhere to the priorities so fixed by the First Party.
41. The Agency shall deploy a sufficient number of competent, empowered, and regular Engineers, stationed at each campus, who are authorized to make decisions for addressing day-to-day complaints. These Engineers will be responsible for monitoring the ARM works, coordinating with subcontractors, and collaborating with ESIC Engineers to ensure complaints are attended to in a timely manner. The qualifications and experience of Engineers is as below.

S.No	Designation	Qualification & Experience	Remarks
1	Nodal officer	BE/B.Tech in Civil or Electrical Engineering and having a minimum 10 years of professional experience in Construction field	Have to visit all the sites on fortnight basis
2	Civil Engineer	BE/B.Tech in Civil Engineering having a minimum 5 years of professional experience in Construction/maintenance works	To be stationed at ESI Hospital and visit the Offices/staff quarters without any delay for attending the complaints
3	Electrical Engineer	BE/B.Tech in Electrical Engineering having a minimum 5 years of professional experience in Construction/maintenance works	

Agency shall submit the Credentials/CV of Engineers to ESIC for review and interactions before deployment.

42. 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. It has to be ensured that the Second Party registers themselves as Principal Employers for necessary compliance with the provision of Contract Labour (Regulation & Abolition) Act, 1970 etc. as applicable.

43. The wages of the deployed labour falling under plinth area rates and manpower engaged for operating and maintenance of equipment's shall be governed by Minimum Wages Act along with the statutory provisions (like PF, ESI, etc. and other prevalent / mandatory regulations of the concerned State / UT). Monthly statement of the compliance made on ESI/EPF, Labour laws, other statutory compliances etc., along with the supporting documents shall be submitted to the First Party by the Second Party.
44. The Second Party shall ensure that Aadhaar Enabled Biometric Attendance System (AEBAS) to the deployed Manpower by sub agency must be implemented and certified by Second Party. The wages of the deployed manpower have to be calculated and paid based on the Aadhaar Enabled Biometric Attendance System (AEBAS). The request for installments shall be accompanied with the statement of AEBAS and Bank statements in proof of online transfer of wages to the laborers deployed. The Attendance system is to be maintained properly and to be submitted to ESIC Engineers for checking and verifications, in case non maintenance of AEBAS attendance system, ESIC reserves its right to impose the penalty of Rs.1000/- per day per staff/labour. Uniform, ID card have to be provided to each and every staff by the agency. In the event of non compliance a penalty of Rs.250/- per day per staff/labour shall be made.
45. The working staff/labour should be professionally qualified and properly behaved with ESIC staffs and must be trained. In case unqualified/untrained staff found deployed or unsatisfied with working performance of staff deployed then agency have to replace the staff within 3 days of the notice from ESIC, otherwise a penalty of Rs.2000/- per day will be imposed.
46. Agency shall submit the credentials/details of manpower (Name, contact details, Experience etc.,) deployed in each campus, to the ESIC within 3 days of deployment.
47. The Second Party shall submit campus wise Over Head and Under Ground Water Tank cleaning report to the First Party on monthly basis. The cleaning of the water tanks shall be made as per the standards norms followed by CPWD manual

provisions. After cleaning, the date of cleaning shall be painted with date of cleaning and next due date of cleaning.

- 48.** The Second Party shall submit campus wise bush clearance report to the First Party on monthly basis.
- 49.** The Second Party shall submit Sewerage Cleaning and Storm Water Drain cleaning report to the First Party on monthly basis.
- 50.** The Second Party shall submit report regarding pruning of branches of the tree to the First Party campus wise. The trees/branches of trees shall not be cut/removed /transplanted without written approval from the First party.
- 51.** The Second Party shall maintain registers of the site in respect of materials used in the works including painting, waterproofing chemicals, account of dismantled materials etc., and submit to the First Party whenever requested by the First Party.
- 52.** The Second Party shall take appropriate preventive maintenance in order to counter the monsoon seasons and natural calamities, etc. for ESI Hospital Raipur.
- 53.** The Second party shall arrange to carryout Structural audit/soundness of ESIC buildings be conducted by IIT, NITs, other Govt. Engineering colleges of repute whenever requested by the First Party.
- 54.** In case of unsatisfactory performance or failure to address the ARM complaints within the time frame stipulated in the MoU by the second party during the financial year, a show-cause notice will be issued, requiring the second party to rectify the defaults within 15 days from the date of the notice. If the PSU fails to respond or resolve the defaults/complaints, ESIC shall issue a termination notice for the MoU, and a new agency will be appointed at the risk and cost of the second party to complete the remaining ARM works. Additionally, ESIC may take further action against the Agency, including declaring it ineligible/debarring, either indefinitely or for a specified period, as determined by the Competent Authority, from participating in future bids of ESIC.
- 55.** 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 of the Repair and Maintenance, 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.

56. The Second Party shall strictly follow all applicable labour laws, safety, and other statutory rules and keep ESIC informed. The Second Party shall ensure that the contractors to follow the safety standards strictly at the construction site.
57. The Second Party shall ensure barricading of the working area before the work is started, if necessary. The movement of heavy vehicles / construction equipment / labours and materials etc. during construction must be regulated in consultation with ESIC.
58. No labour camps shall be permitted to stay inside the ESIC Campus.
59. The Second Party shall be fully responsible to all observations made by the Accountant General-Audit, Chief Technical Examiner of Central Vigilance Commission and any other statutory authority and get the objections raised/ observations made dropped / cleared
60. Warrantee on all Electrical and Electro-mechanical equipment shall be obtained by the Second Party shall be transferred to First party for taking possession along with relevant documents, SOP of OEMs.
61. The First party shall debar the Second Party from participating in future bidding/ procurement process undertaken by it as per Rule no: 151 of GFR-2017,
- i. If first party determines that the second party has breached the integrity pact.
 - ii. If the First party determines that the second party is involved in any anti-social activities and Corruption activities under the **"BHARATIYA NAGARIK SURAKSHA SANHITA, 2023"**.
 - iii. **BHARATIYA NYAYA SANHITA, 2023** or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of work executed by the agency.
 - iv. If the 2nd party shows the record of poor performance in repair & maintenance works, or abandoning / delaying the works, not properly completing the contract, Financial/Technical failures etc.,

- v. If First Party finds the Second party or Sub-contractor (hired by the second party) as guilty or convicted in any of aforementioned offences, the Second party or Subcontractor shall be debarred in participation of tender activities for next One year (1 year) after issuing of the Show Cause Notice or debarment letter.
- 62.** The second party would invite issuance of Show Cause Notice if poor performance such as abandoning work, not properly execute/complete the work/contract, Financial/Technical failures or weaknesses etc. comes to the notice of the First party.
- 63.** If it comes to the notice of First Party that the Second party or Sub-contractor founds involved in any anti-social activities, Corruption activities, show cause notice/debarment notice issued by other departments/institutions, the First Party shall have right to issue termination notice in between the running contract and the Second party or Subcontractor shall be debarred in participation of tender activities for next One year (1 year) after issuing of the Show Cause Notice or debarment letter.
- 64. Penalty:**
- I. All emergent Repair and Maintenance related complaints shall be attended within 24 hours and routine/ non-emergent repairs shall be attended within 48 hours, failing which a recovery of Rs. 1000.00 per complaint per day shall be deducted from the subsequent payments to the agency. Complaints pertains to Water supply, Water leakage, Electricity failure, Sewerage disposal must be attended immediately without any delay, if not penalty of Rs. 200.00 per hour per complaint may be imposed.
 - II. The agency must establish service centres and deploy PSU regular Engineers.
 - III. In case, not establishing of service centres will attract a penalty of ₹25000.00 for each month of absence.
 - IV. In case of absence of PSU Engineers will attract a penalty of ₹1500.00 for each day of absence.
 - V. Any compensation levied by the Second Party due to non-fulfilment of any clause of the contract by the contractor or any such recovery

from the contractor for bad work and delayed work or any other reasons whatsoever, the amount shall be credited to the same contract agreement of the concerned work.

- VI. Credit of the material received from dismantling shall be accounted separately and register for dismantled material should be maintained.

65. Redressal of Disputes: - The Second Party shall remain fully responsible for the performance and compliance of any subcontractors engaged in executing work under this contract. The Second Party is liable for any actions, omissions, or failures of subcontractors as if they were its own, which includes addressing any claims for damages, delays, or non-compliance. Regular updates regarding subcontractor performance must be provided to the First Party, and the First Party reserves the right to require the termination of any subcontractor whose performance is deemed unsatisfactory. Furthermore, the Second Party shall indemnify and hold the First Party harmless from any claims or damages arising from subcontractor actions, including legal fees incurred in defence of such claims.

66. The First Party shall have the right to audit the records, accounts, and documentation of the Second Party related to the performance of the contract at any reasonable time.

67. The Second Party shall be responsible for observing due diligence and adopting all possible measures at various stages of work execution to avoid Arbitration / Litigation and other hindrances, and the work is completed within optimum cost and time in hassle free environment.

68. The Second Party shall be fully responsible to defend any suits or arbitration cases arising out of works in connection with the contracts drawn between the contractor and Second Party.

69. Any dispute and differences relating to the meaning of the specifications designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same

whether arising during the progress of work or after the completion or abandonment thereof in respect of which, both the parties shall use their best efforts to settle amicably all disputes arising out of or in connection this contract or the interpretation thereof:-

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

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

IN WITNESS WHERE OF the parties signify their agreement by the signatures of their duly authorized representatives.

For and on behalf of PSU

Signature:

Name:

Designation:

Date:

Place:

Witness 1:

For and on behalf of ESIC

Signature:

Name:

Designation:

Date:

Place:

Witness 2:

ANNEXURE - V

INTEGRITY PACT

To

The Medical Superintendent, ESIC Hospital,
Rawabhata
Raipur
Chhattisgarh-493221

SUB: Annual Repair and Maintenance /Special Repairs (On need basis) of Civil and Electrical works of buildings including Operation & Maintenance of various Electrical/Electro-Mechanical Services, Equipment's and Plants in the ESIC Hospital Raipur for **1 (one) year** (attached in annexure III).

REF: Bidding Document No. _____

Dear Sir,

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

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

I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement. I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, ESIC shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this..... Day of..... 20__

BETWEEN

The Medical Superintendent -ESIC Hospital Rawabhata Raipur ‘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 Bidder)

through (hereafter referred as the “**Bidder/Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

PREAMBLE

WHEREAS the Principal / Owner has floated the Tender (**NIT No.** _____) (hereinafter referred to as “**Tender/Bid**”) and intends to award, under laid down organizational procedure, contract for:- **Name of Work:** “ Annual Repairs and Maintenance_____” 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 endeavor 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 / ESIC 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) commit 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)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) 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 willful 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 or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

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

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

Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

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

Article 6- Duration of the Pact:

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

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

Article 7- Other Provisions:

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

Article 8- Legal and Prior Rights:

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

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

For and on behalf of PSU

Signature:

Name:

Designation:

Witness1:

Signature:

Name:

Designation:

Date:

Place:

For and on behalf of ESIC

Signature:

Name:

Designation:

Witness2:

Signature:

Name:

Designation: