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**[ SECTION – 1 ]**

**NOTICE**

**INVITING**

**BID**



# कर्मचारी राज्य बीमा निगम

(श्रम एवं रोजगार मंत्रालय, भारत सरकार)

EMPLOYEES' STATE INSURANCE CORPORATION

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

कर्मचारी राज्य बीमा निगम अस्पताल

साल्डीह बस्ती, आदित्यपुर, सराइकेला-

खरसावाँ, झारखण्ड 831013

Saldih Basti, Adityapur, Saraikela-Kharswan,  
Jharkhand- 831013

File No.603-W/17/18/2023-ARM (PSU)

Date: 17.07.2024

## NOTICE INVITING TENDER

Employees' State Insurance Corporation (ESIC) is an Autonomous Body. ESIC invites online bid offer for Centage Charges \* on percentage basis from eligible Central / State /Public Sector Undertaking (PSU) / Autonomous bodies for taking up the Annual Repair and Maintenance of buildings, Services and Operation / Maintenance of Equipment's and plants in the ESIC Hospital, Adityapur, Saraikela Kharswan, State Jharkhand for **one year**. The contract of work has an option to extend for further period of one-year subject to satisfactory performance of the agency during the contract period with mutual consent.

1. Details are given below:

Name of the Work	Annual Repair and Maintenance of buildings, services and Operation / Maintenance of Equipment's and plants in the ESIC Hospital Adityapur, Saraikela Kharsawan and its attached Staff quarters etc as per Annexure III, of the Region / State Jharkhand.
Client / Owner	EMPLOYEES STATE INSURANCE CORPORATION (ESIC)
Annual Budget amount for the ARM works	1.5 Cr . (approx)
Earnest Money deposit	NIL
Cost of Tender document	Rs. Zero only
Date of Tender Document available to parties to download	17.07.2024 Time-4.00 PM
Date of start and end of online clarifications	Start-17.07.2024 Time-4:00 pm End- 02.08.2024 Time-6:00 pm
Date of Pre-Bid meeting	22.07.2024 Time- 3:00 pm
Starting date of e-tender for submission of online Techno Commercial Bid and Price Bid	17.07.2024 Time-4:00 pm
Closing date of online e-tender for submission of Technical bid and Price Bid	06.08.2024 Time-4:00 pm
Date and time of opening of Techno Commercial Bid	07.08.2024 Time- 2:00 pm
Date and Time of opening of Price Bid	Will be communicated separately to the qualified bidders
Contract Period	1 year
Validity of Offer	90 days after the last date fixed for submission of bid including the extension (s) given, if any

Note:

- Lump-Sum (service charge) Centage Charges – As defined in Section – 4: Financial Bid.

**\*\*** In case the bid opening date is declared a Public Holiday, tenders shall be opened at the same time on the next working day.

Wherever the word “ESIC” is mentioned it refers to Medical Superintendent, ESIC Hospital Adityapur.

2. 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.
3. Information and instructions for bidders available in document shall form part of agreement.
4. The bid document consisting of instructions to bidders, scope of work and other conditions to be complied are available at the website <https://eprocure.gov.in/eprocure/app> and [www.esic.nic.in/tenders](http://www.esic.nic.in/tenders).
5. Construction Agency must ensure to quote rate in percentage only in appropriate column up to 2 (two) Decimals and these decimals should be greater than zero.
6. Notwithstanding anything stated above, ESIC reserves the right to assess the capabilities and capacity of the bidders to perform the contract in the overall interest of ESIC.
7. The bidder(s) / are required to quote strictly as per the terms and conditions, specifications, standards given in the bid documents and not to stipulate any deviations.
8. The bidder(s), if required, may submit questions in writing to seek clarifications 24 Hrs before the notified pre-bid meeting date, to the Office of Medical Superintendent or may visit the said office during the office hours on working days, Contact No. - Mobile No.-7979860353 and Submit.
9. Pre – bid conference shall be held on date, time and place as mentioned in the Notice to clarify queries of intending bidders for submission of bid for the work to be undertaken.
10. ESIC reserves the right to reject any or all tenders or cancel / withdraw the invitation for Bids without assigning any reason whatsoever and in such case no bidder / intending Construction Agency shall have any claim arising out of such action.

**11. Set of Bid Documents:**

The following documents will constitute set of tender documents:

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

**12. Bidding Process**

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

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

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

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

**13. Mode of Submission**

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

- a. Letter of acceptance of terms and conditions of bidding document in the prescribed format as per Annexure – I and undertaking as per format given in Annexure – II.
- b. Certificates of works experience and other documents for annual turnover and other documents of PSU for undertaking works required to establish 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. Authority letter issued by the Competent Authority i.e. CMD / MD / Chairman for signing the bid document.
- e. **No Proposals/Documents will be received/uploaded after the prescribed date & time.**

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

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

Sd/-

(Medical Superintendent)

### **Instructions for Online Bid Submission**

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

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

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

#### **REGISTRATION**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
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 corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

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

7. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

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

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



**[ SECTION – 2 ]**

**INSTRUCTIONS  
TO  
CONSTRUCTION  
AGENCY**

## **INSTRUCTIONS TO CONSTRUCTION AGENCY**

### **1. INTRODUCTION**

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

<b>Contact</b>	<b>:</b>	<b>Medical Superintendent</b>
<b>Address</b>	<b>:</b>	<b>Medical Superintendent, ESIC Hospital, Adityapur, Saraikela Kharsawan, Jharkhand - 831013</b>
<b>Phone</b>	<b>:</b>	<b>0657-3511083</b>
<b>E-Mail</b>	<b>:</b>	<b><a href="mailto:mh-adityapur@esic.nic.in">mh-adityapur@esic.nic.in</a></b>

- 1.4(a) The ESIC will provide all the available inputs to the Construction agencies. However, ESIC does not assume any responsibility for any loss or financial damages on account of use of such information by Construction agencies. Construction Agencies are advised to collect at their own information for preparation, submission of bids & execution of services before award of work. (b) The Construction Agencies shall be responsible for obtaining licenses and permits to carry out all the works. The agency shall also be responsible for liaising with the local authorities for applying/renewal of the necessary licenses like the Fire NOC, Lift License, NOC for Electrical Installations etc. However the relevant depository receipts / challan amount will be reimbursed by ESIC.
- 1.5 Construction Agencies shall bear all cost associated with the preparing and submission of their proposals and contract negotiation, site visits etc. The ESIC is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to award, without incurring any liability to the Construction Agencies.

### **1.6 Conflict of Interest**

- 1.6.1 ESIC policy requires that Construction Agencies provide professional, objective, and impartial advice and at all times hold the ESIC's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 1.6.2 (i) Without limitation on the generality of the foregoing, Construction Agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below :

### **Conflicting Relationship**

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

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

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

### **1.7 Fraud and Corruption**

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

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

### 1.8 Proposal Validity

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

### 1.9 Final Decision Making Authority

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

### 1.10 Brief Description & Scope of work

**As per details given in Annexure – III**

## 2. CLARIFICATION AND AMENDMENT OF BID DOCUMENTS

2.1 Construction Agencies may request for a clarification in respect of the Bid document's not later than 2 days before the pre-bid meeting date. Any request for clarification must be sent in writing to the address **Medical Superintendent, ESIC Hospital Adityapur, Saraikela Kharsawan, Jharkhand - 831013**, or by standard electronic means to the ESIC email address i.e. [ms-adityapur@esic.nic.in](mailto:ms-adityapur@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 Construction Agencies. Should the ESIC deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure under Para 2.2. However, ESIC reserves the right to respond to the queries after cut off date as mentioned above.

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

Bidders are requested to regularly visit the website <https://eprocure.gov.in/eprocure/app> and [www.esic.nic.in/tenders](http://www.esic.nic.in/tenders) for such notifications or updates.

## 3. PREPARATION OF BID PROPOSAL

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

3.2 The bid proposals, all related correspondence exchanged between the Construction agencies and ESIC and the contract to be signed after award shall be written in the English Language. **If required in Hindi/Local languages necessary translations and other requirements of certificated may be done at The MS, ESIC, Adityapur, Saraikela Kharsawan level.**

3.3 Documents pertaining to Qualifying Criteria

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

### 3.4 Financial bid Proposals

Bid document duly signed on each page by person duly authorized along with Financial Bid as per Section – 4 duly quoted shall be uploaded/filled in online (whichever provision provided

in CPPP portal) and shall not include any commercial or technical condition / information. Conditional bid shall be rejected summarily.

#### **4. SUBMISSION, RECEIPT AND OPENING OF BIDS**

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

#### **5. BID Evaluation**

##### **5.1 Evaluation of Qualifying Criteria**

Qualifying Criteria shall be examined and evaluated by the Committee duly constituted by competent authority based on documents uploaded on CPPP portal. 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 Construction Agencies who have qualified. Construction Agency's may attend the opening of Financial bid however the same is optional.

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

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

#### **6. AWARD OF CONTRACT**

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

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

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

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

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

- 6.3 **Performance Bank Guarantee:** The successful agency shall submit performance guarantee in the form of **Bank Guarantee / FDR @5% of the budgeted amount** in favour of **ESI Fund A/c No. 1** payable at **Adityapur** within seven days after issuance of LOA and to be kept valid for one and half year from the date prescribed in the bid or adjustment of expenditure statement for the year of the work awarded, whichever is earlier. The performance security may be encashed by the purchaser to recover an amount which is payable by the contractor to the purchaser on any account for a cause arising out of the contract.
7. **CONFIDENTIALITY**  
Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the Construction Agencies who submitted the tender or to other persons not officially concerned with the process. The undue use by any Construction Agency of confidential information related to the process may result in the rejection of its tender and may be debarred from participating in future tenders.
8. **Default of Contractor:** If the performance of the contract is not satisfactory and not corrected within 15 days of receiving notice, then Medical Superintendent shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Agency.
9. **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.
10. **Disputes:** Any dispute and differences relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of work or after the completion or abandonment thereof in respect of which :-  
Amicable settlement has not been reached. The dispute shall be referred to the sole decision of the Chief Engineer, ESIC whose decision shall be binding on both the parties.  
In case of dispute still persisting, the matter will be referred for settlement as per Govt. India Guidelines issued vide O.M. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 (as updated or latest amended) on administrative mechanism for resolution of CPSE disputes, through DG, ESIC.
11. **Integrity Pact:** The agency shall submit the pre-contract integrity pact as per the **Annexure-V** duly sealed and signed by the authorized person of the agency along with the technical bid.

# [ SECTION – 3 ]

## QUALIFYING CRITERIA

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

- i) **Works Experience :**

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

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

OR

Two similar works each costing not less than the amount equal to 50 % of the estimated / budgeted cost,

OR

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

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

## For similar ongoing works the original cost as given in the sanction order of the work shall be considered with a certificate issued by the Competent Authority of

the department for satisfactory performance for determining the costing as mentioned above for evaluating the qualifying criteria.

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

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

**1.1 Definition of Similar Works :**

The definition of similar works shall be as under:

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

AND / OR

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

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

- 2. Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has :
  - (a) Made misleading or false representation or deliberately suppressed the information in the forms statements and enclosures required in the eligibility criteria document.
  - (b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.
- 3. Documents to be furnished for evaluation of bids :
  - i) Attested copies of G.O. /Orders issued by the Central/State Govt. for establishment of the PSU authorizing for carrying out civil, electrical & building works with applicable jurisdiction.
  - ii) Copies of certificates in respect of execution / completion of similar works to establish eligibility as mentioned para 1 (i) of this section.
  - iii) Certificate from Chartered Accountant mentioning financial turnover of last 3 (three) years to establish eligibility as mentioned para 1 (ii) of this section. ESIC reserves the right to seek further details beyond date of opening of bid pertaining to qualifying criteria.
  - iv) Details in form of the chart mentioning the strength of the organizational setup in the respective state where the ARM works to be undertaken.
  - v) Undertaking to submit the Performance Guarantee as stipulated in the bid in the form of Bank Guarantee and to sign a MoU as per the Annexure-IV.
  - vi) All the above documents and relevant documents to be signed by Authorized person as stipulated in clause 13(d) of NIT.



# **[ SECTION – 4 ]**

## **FINANCIAL PROPOSAL**

**NAME OF WORK:-**Annual Repair and Maintenance of buildings, services and Operation / Maintenance of Equipment's and plants in the ESIC Model Hospital Adityapur Saraikela Kharsawan, and its attached Staff quarters etc as per Annexure III, of the Region / Jharkhand.

NAME OF CONSTRUCTION AGENCY :

S.No.	Description	Centage Charges *
		( in figures & words )
1.	<p><b>CENTAGE CHARGES ** for execution, supervision of Annual Repair and Maintenance of buildings, services and Operation / Maintenance of Equipment's and plants in the ESIC Model Hospital Adityapur Jamshedpur and its attached Staff quarters etc as per Annexure III, of the Region / State Jharkhand.</b></p> <p><b>AS PER SCOPE OF WORK AND TERMS AND CONDITIONS OF THE BID &amp; STANDARD CONTRACT AGREEMENT.</b></p>	<p>_____ % ****</p>

**Signature of the Authorized Signatory \*\*\*\***

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

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

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<b>(i)</b>	Initial advance deposit after assignment of work and sanction preliminary estimate and Sanction expenditure of previous year, if any including submission of Bank Guarantee up to 5% for performance guarantee(or any relaxation granted under GFR by Ministry of Finance instruction)incase of award of work under GFR 133(3)	30% of the approved estimate either fully or in two installments within the quarter(against submission of undertaking for compliance of) (A)Submission of monthly statement of compliance made on ESI/PF, labour laws, other statutory compliance, monthly expenditure statement etc. along with the supporting documents. (B) Expenditures statement on consumed materials and items of work executed duly signed by authorised accounts officers. both A and B to be submitted by 7th of every Succeeding month.
<b>(ii)</b>	First installment after submission/ sanction of a visit report, requirements identification, Detailed estimate, etc. after compliance of procedure instruction and defined in a circular i.e.(A)Setting up of service centre, maintenance of log books for complaint rectification and Restoration of services etc. (B)Deploying manpower for O&M of MEP equipments as per user requirement and justifications. (C) Execution of periodical repairs and annual repairs i.e. replacement of Glass repair of doors replacement of fixtures/ fitting, painting, tiles etc	30% of the approved estimate either fully or in Two installments within the quarter subject to certificate and submission of (A)Monthly statement of compliance made of ESI/PF, labour laws, other statutory compliance, monthly expenditure statement etc. alongwith the supporting documents. (B)Audited expenditure statement on consumed materials and item of advance and adjustment of advance of (I) above duly signed by authorized accounts officers.
<b>(iii)</b>	Second installment in the third quarter of financial year against submission of the statement of work done including submission of expenditure statement duly signed by Accounts officer and engineer in charge of agency. Evaluation of satisfactory performance of by committee/ user statement of balance works to be done Detailed estimate against the work due for the year.	30% of the approved estimate subject to adjustment of advance of (I) and (II) above.
<b>(iv)</b>	Final installment to be deposited before and end of financial year after receipt of satisfactory completion of the work by user.	10 % of the approved estimate.

\*\*\*it may please be ensured that funds are released against PBG and extent of fund issued/ released is not more than 30% of the estimate amount (considering PBG and security)

\*\*\*\*\*Any interest earned out of the deposit maintained by the construction agency to be deposited to ESIC Fund account number 1. of the adjustment of account to be considered to the extent.

**ACCEPTANCE OF BID CONDITION**

**( On the Letter Head of the Organization )**

To

**The Medical Superintendent,  
ESIC Hospital,  
Adityapur Saraikela Kharsawan, Jharkhand -831013**

SUB: Annual Repair and Maintenance of buildings, services and Operation / Maintenance of Equipment's and plants in the ESIC Model Hospital Adityapur Saraikela Kharsawan and its attached Staff quarters etc as per Annexure III, of the Region / State Jharkhand.

REF: Bidding Document No. \_\_\_\_\_

Sir,

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

Yours faithfully,

( Signature of the Authorized Representative )

With Rubber Stamp

Dated : \_\_\_\_\_

Place : \_\_\_\_\_

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

**UNDERTAKING**

**(On the Letter Head of the Organization )**

**To**

**The Medical Superintendent,  
ESIC Hospital,  
Adityapur Saraikela Kharsawan, Jharkhand -831013.**

**SUB: Annual Repair and Maintenance of buildings, services and Operation / Maintenance of Equipment's and plants in the ESIC Hospital Adityapur Saraikela Kharsawan and its attached Staff quarters etc as per Annexure III, of the Region / State Jharkhand.**

**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.

**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 MoUD for execution Annual Maintenance Contract (Civil & Electrical Work) for one year. The contract of work may be extended for further period of one-year subject to satisfactory performance of the agency during the previous year with mutual consent.

**Scope of Works:**

1. Comprehensive Annual Repairs, Maintenance & Operations of equipments and installations (ARMO) at ESIC Hospital Adityapur Saraikela Kharsawan ). The built-up area and plot area details of the establishments to be undertaken for ARM are as following:

Description		Area Details	
S.No.	Establishments i.e. Hospital and staff quarters	Plot Area in acre (Approx.)	Built Up area Sqm.(Approx.)
1.	ESIC Model Hospital, Adityapur Saraikela Kharsawan with attached Staff Quarters.	10	26456
	Total Area	10	26456

2. Before taking up any maintenance work of Plants / equipments, permission in writing has to be taken by the Engineer-in-charge and Competent Authority.

3. The ESIC will assign the following types of repairs & maintenance works to AGENCY 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).
  - d. Special Repair Works for Building & Services (**if required separate tenders may also be called based on local condition**).
4. **The details of man power will be provided by the Medical Superintendent after awarding the work, the no. of man power may be increased/decreased and actual payment made as per the no. of man power and other resources.**

**Note:**

**A. Latest General Condition of Contracts published by CPWD is also applicable for this contract. The agency has to follow the CPWD works manual, CPWD maintenance manual, NBC codes, relevant IS codes, manufacturers' norms, CPWD total quality management/Quality Assurance, Environment Health and Safety (EHS), CPWD SOPs etc.**

**B. Additional points if any for compliance of local statutory/site conditions etc. may please be added to this special condition.**

- Manpower attendance register with necessary cross checks is to be maintained properly.
- Uniform, ID Card, tools & plants, safety gears i.e. gloves, boots etc. to the deployed manpower have to be provided by the agency.
- The Working Staff should be professionally qualified and must be trained.
- The site for the work is readily available as the ARMO work is to be carried out in the running hospital / dispensary buildings and their premises having residential buildings and other ancillary structures and the desirous agencies can inspect the Hospital and attached Dispensaries, Staff quarters & Offices Area on any working day.
- Conditional bids if any shall summarily be rejected.

Sd/-

**Medical Superintendent,**  
**Employees' State Insurance Corporation,**  
**ESIC Hospital**  
**Adityapur Saraikela Kharsawan, Jharkhand- 831013.**

**AGREEMENT**

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

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

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

The first party agrees to entrust the repair and maintenance work of its various immovable properties, as may be indicated from time to time 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 :-

1. The Second party will set up a separate wing in their organisation having both civil as well as Electrical units under one single authority to exclusively look after the Repair and Maintenance work of ESIC properties. The officer in – charge of this wing will be responsible for ensuring effective and proper Repairs & Maintenance of both civil as well as Electrical works. The estimates will also be submitted in respect of both civil as well as electrical works simultaneously indicating the items required to be executed under the two heads namely Electrical and civil separately.
2. The Second party shall prepare the estimate for Annual Repair and Maintenance requirements for each property ( or a group of properties if so desired by the first party) separately within the rates approved by the first party and submit the same to the MS, Medical Superintendent ESIC Hospital Adityapur, \_\_\_\_\_ latest by \_\_\_\_\_ every year, indicating the specific items of work to be done by the second party in a particular year, in consultation with the Custodian / Occupier of the concerned property / properties.
3. The first party shall release initial deposit@ 30 % of the estimated amount required for Annual Repairs and Maintenance to the second party after sanctioning of the estimate. The remaining amount of the estimate will be released only after receipt of the



Expenditure Statements of the previous sanctions duly signed by the Accounts Officer and the Officer In – Charge of the Maintenance wing, created by the second party for this work, accompanied by a certificate from the Occupier / Custodian of the property certifying satisfactory completion of the works done by the second party.

4. Though the norms of expenditure on Annual Repairs & Maintenance of the projects are based on the plinth areas and though the estimates are to be prepared accordingly, the funds released against the estimate shall also be utilized for maintaining external services of the concerned property / properties. However, in some cases of major external services where it is not possible to meet the expenditure on such external services from the plinth area norms of the buildings, a separate estimate for external services shall be prepared and submitted giving full justification for the need for framing such separate estimate. Funds shall be released against such estimate only if the first party is satisfied with the justification given by the second party.
5. The estimate for maintenance of electric installations, like water pumping system, Air – conditioning equipment's, lifts, etc. would be framed on the basis of assessment of actual requirement. The actual requirement shall be supported with details of the labour and items for which the funds are required.
6. The periodicity of attending the different items of work will normally be as specified in the bid document unless otherwise ordered by the first party.
7. The second party or its authorised representative shall inspect each of the properties under its care and suggest means for proper maintenance of the property. This inspection should be completed within 3 months of the taking over of the property.
8. The second party shall assist the first party in taking over the possession of the properties inter – alia from the previous agency and advise the first party on structural stability and other engineering aspects and take over possession of the same immediately with all inventory, etc.
9. The second party shall make immediate arrangements for deployment of manpower for Civil related works like plumbing, masonry, etc., Horticulture / Landscaping works and operation of various Electric installations, pumps, etc.
10. The Replacement of Consumables like Bulbs, Tube-lights etc. shall be limited to areas of Office Buildings, Hospital Buildings, Public area of Staff Quarters only. Procurement of these type of consumables inside the staff quarters shall be done by the allottee himself.

11. 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 and separate Bill shall be submitted for the same.
12. At the conclusion of the Financial Year, the second party shall submit the expenditure statement of the funds sanctioned and released to them for each of the properties ( or group of properties as the case may be ) separately duly signed by two officers viz. the Accounts Officer / Competent Authority of Accounts Department and the Officer in – charge of the maintenance wing created for this purpose by the second party, along with a certificate of satisfactory completion of the work from the Custodian of the project.
13. 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 to during the year and completed and the second party, as far as practicable shall strictly adhere to the priorities so fixed by the Occupier / MS, ESIC Adityapur Jamshedpur.
14. The work of essential Repair and Maintenance and operation of essential services shall under no circumstances be held up for temporary delay in release of funds.
15. For each of the properties (or a group of properties so approved by the first party), the second party or its representatives shall maintain a Complaint Book at the service Centre and all complaints will be got entered in the said book which shall be periodically seen by the Officers of the second party and as soon as the work is completed, suitable remarks shall be given in the Register. This Register should also be periodically seen by the Senior Officer of the second party and signed in taken of having seen the same. The book shall also be available for scrutiny of the Medical Superintendent of the first party and / or the Occupier of the property and of their representatives.
16. The second party shall abide by the scheduled Rates as fixed by the first party from time to time for various cities.
17. 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.

The wages of the deployed labour falling under plinth area rates and manpower engaged for operating and maintenance of equipment's shall be governed by Minimum

Wages Act along with the statutory provisions (like PF, ESI, etc. and other prevalent / mandatory regulations of the concerned State / UT). Monthly statement of the compliance made on ESI/EPF, Labour laws, other Statutory compliances etc. along with the supporting documents shall be submitted to the Medical Superintendent without fail by the maintenance agency.

18. The Construction Agency shall be solely responsible for ensuring compliance with the various Labour Laws that may be in force from time to time. Any liability on this account and also any liability arising from non – observance of the same shall be met by the Construction Agency at its risk and cost. It has to be ensured that the Construction Agency registers themselves as Principal Employers for necessary compliance with the provision of Contract Labour (Regulation & Abolition) Act, 1970 etc. as applicable.
19. GST / Labour Cess etc. if it becomes applicable on Centage / Departmental Charges subsequent to date of signing of agreement in case of the categorization/change in rates of 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.
20. The second party shall also register themselves as Principal Employer for necessary compliance with the provision of Contract Labour (Regulation & Abolition) Act, 1970 as applicable.
21. In case of the unsatisfactory performance of the second party during the financial year, notice will be served for termination of the Agreement / MoU shall be taken up as per the clauses of the agreement by forfeiting the Performance Guarantee and the new Agency will be fixed at the risk & cost of the second party.
22. 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.

### **23. Redressal of Disputes**

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

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

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

**For and on behalf of PSU**

Signature

Name

Designation

**Witness 1**

Signature

Name

Designation

Date:

Place:

**For and on behalf of ESIC**

Signature

Name

Designation

**Witness 2**

Signature

Name

Designation

**INTEGRITY PACT**

To,

.....

.....

.....

Sub: Annual Repair and Maintenance of buildings, services and Operation / Maintenance of Equipment's and plants in ESIC Hospital Adityapur Saraikela Kharsawan and its attached Staff quarters etc as per Annexure III, of the Region / State Jharkhand.

Dear Sir,

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

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

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

Yours faithfully

Sd/-  
(Medical Superintendent)

**INTEGRITY PACT**  
**(TO BE TYPED ON A LETTER HEAD)**

**To,**  
**The Medical Superintendent,**  
**ESIC Hospital,**  
**Adityapur Saraikela Kharsawan, Jharkhand -831013**

**Subject:** Annual Repair and Maintenance of buildings, services and Operation / Maintenance of Equipment's and plants in the ESIC Hospital Adityapur Saraikela Kharsawan and its attached staff quarters etc as per Annexure III, of the Region / State Jharkhand.

**Sir,**

1. I / We acknowledge that ESIC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender / bid document.
2. 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.
3. 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.
4. 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.

**(Signature of the Bidder)**

**Name and Address of the Bidder.**

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

**INTEGRITY PACT**

This Integrity Agreement is made at ..... on this ..... day of ..... 20 .....

Between

**Director General, Employees' State Insurance Corporation (ESIC) through Medical Superintendent,  
ESIC Hospital Adityapur Saraikela Kharsawan (Jharkhand) hereinafter referred to as  
"Principal/Owner",**

And

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

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

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

**Preamble**

WHEREAS the Principal/Owner has floated the Tender (NIT No 13/W/13/13/2020-Const./GFR) (here  
in after referred to as "Tender/Bid") and in tends to award under laid down organizational procedure,  
contract for.....

(Name of work)

hereinafter referred to as the "Contract".

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

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this  
Integrity Agreement (here in after 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 here by  
agree as follows and this Pact witnesses asunder:

**Article 1: Commitment of the Principal/Owner**

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

Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act,1988 (PCAct) or is in violation of the principles here in 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 the irrespective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/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 participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.



- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may be fall 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. For feature of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### Article 4: Previous Transgression

- 1. The Bidder declares that no previous transgressions occurred in the last 5 years with any

other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system ,the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
2. The Principal/Owner will enter into Pact so 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 The MS, ESICMH Adityapur Jamsehdepur of the Division / Region 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 turnout to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/Pact or interpretation there of 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.

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

\_\_\_\_\_  
(For & On behalf of the Principal)

(Office Seal)

Place .....

Date .....

Witness 1:

(Name &Address) \_\_\_\_\_

Witness 2:

(Name &Address) \_\_\_\_\_

\_\_\_\_\_  
(For & On behalf of  
Bidder/ Contractor)

(Office Seal)