



कर्मचारी राज्य बीमा निगम
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)
EMPLOYEES' STATE INSURANCE CORPORATION
(Ministry of Labour & Employment, Govt. of India)



क्षेत्रीय कार्यालय
पंचदीप भवन, ई.डी.सी. प्लॉट संख्या 23, पाट्टो, पणजी, गोवा-403001
Panchdeep Bhavan, EDC Plot No. 23, Patto, Panaji, Goa-403001
Phone: 0832-2438853 ई-मेल/E-mail : rd-goa@esic.gov.in,
वेबसाइट/Website : www.esic.gov.in
Toll free no-1800-11-2526/3839 Fax No-0832-2438858

ESIC REGIONAL OFFICE PANAJI, GOA -403001

ANNEXURE -1

NOTICE INVITING BID

Name of Work: Special Repair Works of ESIS Hospital Margao in Goa on deposit mode of execution basis.

Employees' State Insurance Corporation (ESIC), is a statutory autonomous body working under the administrative control of the Ministry of Labour and Employment, Govt. of India. ESIC Regional Office, Panaji, invites online bid offer for Centage/Departmental Charges* on percentage basis from eligible Central/ State Public Sector Undertaking (PSU) for taking up the **Special Repair Works on deposit mode of work execution basis in the ESI Hospital Margao for one year period under GFR 133(3).**

Details are given below:

NIT No.	W-17013(2)/5/2024-PMD
Name of work	Special Repair Works of ESIS Hospital Margao in Goa on deposit mode of execution basis
Client/ Owner	EMPLOYEES' STATE INSURANCE CORPORATION
Annual Budget amount for the SR works	Rs. 18.92 Cr
Earnest Money deposit	No EMD is to be deposited however bid security/EMD declaration form to be submitted
Cost of Tender document	NA
Date of Tender document available to parties to download	06/06/2025 03:00 PM
Date of Pre-Bid Meeting and Time for Queries	-
Starting date of e-tender for submission of online Techno Commercial Bid and Price Bid	06/06/2025 03:00 PM
Closing date of online e-tender for submission of Technical Bid and Price Bid	27/06/2025 03:00 PM
Date and time of opening of Techno Commercial Bid	30/06/2025 03:00 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

*Centage/Departmental Charges -As defined in ANNEXURE -6: Financial Bid.

Note: - Wherever the word “ESIC” is mentioned it refers to Regional Director(I/c), ESIC Regional Office, Panaji.

1. The prospective/intending bidder(s) must read the terms and condition carefully. They should only submit their bid if eligible and in possession of all the documents required.
2. Information and instructions for bidders available in document shall form part of agreement.
3. 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>.
4. Bidder must ensure to quote rate in percentage only in appropriate column up to 2 (two) decimals and these decimals should be greater than zero.
5. Notwithstanding anything stated above, ESIC reserves the right to assess the capabilities and capacity of the bidders to perform the contract in the overall interest of ESIC.
6. The bidder(s)/ are required to quote strictly as per the terms and conditions, specifications, standards given in the bid documents and not to stipulate any deviations.
7. The bidder(s), if required, may submit questions in writing to seek clarifications 24 Hrs before the ending of the bid, to the office of Regional Director or may visit the said office during the office hours on working days, and submit.
8. **ESIC reserves the right to reject any or all tenders or cancel/ withdraw the invitation for Bids without assigning any reason whatsoever and in such case no bidder/ intending bidder shall have any claim arising out of such action.**
9. **Set of Bid Documents:**

The following documents will constitute set of Bids documents:

ANNEXURE -1	Notice inviting Bid (Page No-1 to 3)
ANNEXURE -2	Instruction for Online bid Submission (Page No-4 to 5)
ANNEXURE -3	Instructions to Bidder (Page No - 6 to 13)
ANNEXURE -4	Qualifying Criteria (Page No - 14 and 15)
ANNEXURE -5	Agreement (Page No-16 to 24)
ANNEXURE -6	Financial Proposal (Page No - 25)
ANNEXURE -7	Form of Performance Security Bank Guarantee Bond (PageNo - 26)
ANNEXURE -8	Undertaking (Page No - 27)
ANNEXURE -9	Acceptance of Bid Condition (Page No - 28)
ANNEXURE -10	Brief Description & Scope of work (Page No – 29 to 31)
ANNEXURE -11	Integrity Pact (Page No-32 to 37)

10. Bidding Process

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

In Stage-I, bidders are required to upload documents pertaining to Qualifying Criteria as mentioned in Annexure -4 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 met the qualifying criteria as mentioned in Annexure -4, are opened on the prescribed date and time in the presence of representatives of bidders.

L-1 bidder Whose Centage /Departmental Charges are found lowest shall be considered for award of work as per due process.

11. Mode of Submission

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

- a. Letter of acceptance of terms and conditions of bid document in the prescribed format as per Annexure -

09 and undertaking as per format given in Annexure -08.

- b. Certificates of Works experience and other documents for annual turnover and other documents of bidder for undertaking works required to establish fulfillment of qualifying criteria.
 - c. Bid documents downloaded from website to be signed on each page by authorized representative along with Financial Bid / Proposals (Annexure -6) quoted with Centage/Departmental 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.
12. The bid for the works shall remain open for acceptance for a period of 90 days from the last date of submission of bid including the extension given, if any. In case any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the ESIC, ESIC shall, without prejudice to any other right or remedy, be at liberty to debar them from the participation. Further, they shall also not be allowed to participate in the re-bidding, if any.
 13. **The acceptance of any or all bid(s) will rest with the ESIC, who does not bind itself to accept the lowest bid and / or reserves to itself the right to reject any or all of the bids received without assigning any reason thereof at any stage.**
 14. **Further bidder should not be banned/blacklisted from any organization including ESIC/Central Govt./State Govt./any other Government Department. Undertaking in this regard should be submitted. (ANNEXURE -8).**
 15. 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.
 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, Agreement 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/-

(Regional Director)
ESIC Regional Office Panaji

INSTRUCTION FOR ONLINE BID SUBMISSION

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

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

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

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>.) by clicking on the link **“Online bidder Enrolment”** on the CPP Portal which is free of charge.
2. As part of enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile number as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/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 CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other Keywords etc. to search for tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/ help form the Helpdesk.

PREPARATION OF BIDS

1. Bidder should consider any corrigendum published on the tender documents before submitting their bids.
2. Bidder to go through the tender advertisement and the documents carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required documents one by one as indicated in the tender document.
3. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
4. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128- bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
5. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
6. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & 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 condition contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. 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 233 731.

INSTRUCTIONS TO BIDDER, CENTRAL/ STATE PSU's

1. Instructions:

1.1. The Central/State Govt Public Sector Undertaking (PSU's which may be notified by the Ministry of Urban Development (MoUD) for such purpose after evaluating their financial strength and technical competence) are only eligible to participate in the Bid.

1.2. Bidder are invited to submit a Technical & Financial bid along with documents pertaining to qualifying criteria. The bid will be the basis of technical discussion / negotiations, if required and ultimate for a signed Contract/MoU with the selected bidder **on deposit mode of work execution basis**.

1.3. Bidder should familiarize themselves with local condition and take them into account in preparing their Proposals. To obtain first- hand information on the assignment and local conditions, bidder may visit the site before submitting a proposal. Bidder or his authorized representative should contact the following regarding site specific information and site visit enquiry, if required.

Contact : **Regional Director**
Address : **ESIC REGIONAL OFFICE, PANAJI**
Panchdeep Bhavan, EDC Plot No. 23,
Patto,Panaji,Goa-403001
Phone : **0832-2438853**
E-Mail : **rd-goa@esic.gov.in**

1.4 (a) The ESIC will provide all the available inputs to the bidder. However, ESIC does not assume any responsibility for any loss or financial damages on account of use of such information by bidder. Bidder is advised to collect at their own information for preparation, submission of bids & execution of services before award of work.

(b) The bidder shall be responsible for obtaining license and permits to carry out all the works.

1.5 Bidder shall bear all cost associated with the preparation and submission of their proposal 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 bidder.

2. General Instructions:

- i) The bidder is required to quote Centage/Departmental Charges in percentage (%) up to two decimal places for rendering SR work Services. The Conditional Tender/EOI bid shall summarily be rejected.
- ii) The payment of Centage/Departmental Charges shall be capped at quoted rate multiplied by CPWD Plinth Area Estimate / Estimated Cost / Contract Awarded Cost declared after bidding process for specific SR work sites i.e. no additional fee shall be payable for increase in cost over and above the CPWD Plinth Area Estimate / Estimated Cost / Contract Awarded Cost (declared at the time of bidding).
- iii) In case of actual SR work cost being less than the CPWD Plinth Area Estimate / Estimated Cost/Contract Awarded Cost, declared at the time of bidding, the Centage/Departmental Charges shall be paid based on such actual / reduced cost.
- iv) The works shall be executed by successful bidder on Deposit Work basis in terms of Agreement. Agreement is for such SR works have to be performed by them. Agreement is enclosed as ANNEXURE -5. The Contingencies shall be admissible as per CPWD norms.
- v) Agreement shall be signed between ESIC and the eligible selected Bidder/PSU within 15 days after the acceptance of their bid by ESIC on prescribed format which is being given in the bid document. All the documents of the bid shall form part of the Contract Agreement for the respective sites.

- vi) The SR works shall be executed by Bidder /PSU in accordance with GFR norms, CVC guidelines, CPWD specifications, NBC, BIS standards and with sound engineering practices and also by observing due diligence in all respects.
- vii) Bidder/PSU is expected to familiarize themselves with the local conditions and effects of terms and conditions of relevant Agreement before submitting the financial bid for Centage/Departmental Charges which once quoted, shall not be increased under any circumstances, whatsoever.
- viii) Tentative timeline for implementation of various kinds of SR Works require to submit during further course of Action Plan.
- ix) It may be noted that there are appropriate provisions in the Agreement for imposition of penalty / recovery of liquidated damages in the event of progress delays and for not adhering to the mutually agreed timelines. Further bidder / agency to ensure the compliance of labour laws and also ensure to make the payment to workers before 7th of every month for the preceding month.
- x) The Tender shall remain open for acceptance by ESIC for a period 90 days from the date of opening of the bid. Any extension of validity period shall be decided with mutual consent, if required.
- xi) The Lumpsum Centage/Departmental Charges quoted by a Bidder will be considered only if the bidder is found qualified as per the Qualifying Criteria. In case the lowest quoted Centage/Departmental Charges of two or more qualified participating bidder is same, preference will be given to the bidder having higher experience than other bidder/bidders. In case it turns out that two or more bidders quoting similar rate of centage also have equal experience, priority will be given to the bidder having higher turnover.
- xii) ESIC reserves the right to verify the particulars, furnished by the bidder independently and if any information furnished by the bidder is found incorrect at a later stage, the bidder shall be liable to be debarred from tendering / taking up works in ESIC.
- xiii) Component of GST/Taxes or Cess due to change in legislation occurred after receipt of tender / bid shall be reimbursed on production of Original paid Vouchers/Challans generated alongwith assessment order by the concerned Govt. Bodies, as the case may be.
- xiv) Centage/Departmental Charges means professional charges to be paid to the Bidder by ESIC for rendering specific services, based on actual SR work cost or Annual BudgetCost whichever is lower. SR work cost or Annual Budget Cost of Work shall inclusive of all applicable Taxes, levies, Cess, etc.
- xv) The area mentioned in the Tender are only tentative and interested Bidder may physically inspect the buildings to ascertain the same before quoting of Centage/Departmental Charges. PSUs shall submit the detailed estimate based on actual requirement SR works of respective sites and cost shall be based on prevailing CPWD DSR Items preferably.
- xvi) After ascertaining the entire gamut of the repairs needs, successful Bidder shall prepare detailed estimates in r/o various types of repairs above based on CPWD Norms/ yardsticks and Standard Engineering practices and submit to Regional Director, ESIC Regional Office, Panaji-403001 along with all relevant documents, justifications, drawings, photographs etc. for accord of Administrative Approval and Expenditure Sanction (A / A & E / S) by ESIC within 15 days of signing of Contract Agreement. Work to be taken over by the successful bidder (Govt. Agency) within 01 Month from approval of the estimates by Regional Director, ESIC Regional Office, Panaji.
- xvii) **Regional Director, ESIC Regional Office, Panaji without being liable for any damages, reserves the right to accept or reject any bid or to annul the whole financial bidding process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders, whatsoever.**

The bid submitted shall become invalid if:

- a) The bidder is found ineligible vis – a – vis Qualifying criteria at ANNEXURE - 4.
- b) Any discrepancy noticed in uploaded Document of bidders.
- xviii) For SR works, respective Head In-charge will co-ordinate with the help of concerned Branch Head and Engineer of the office with qualified Bidder to complete the work required as per Action Plan. Respective Establishment Head In- charge will also see and ensure all the required statutory compliances from qualified Bidder.

3. **Conflict of Interest:**

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

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

(ii) Bidder (including its proposal and Sub-contractors) that has a business or family relationship with ESIC staff/ Member of the Corporation who is directly or indirectly involved in any part of

(a) the preparation of the Terms of References of the assignment,

(b) the selection process for such assignment, **or**

(c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the ESIC Throughout the selection process and the execution of the Contract.

3.2 Bidder 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 bidder or the termination of its Contract any time throughout currency of the work.

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

4. **Fraud and Corruption:**

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

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

"Fraudulent Practice" means a willful misrepresentation or omission of fact of submission of fake/ forged documents in order to influence a selection process or the execution of contract;

"Collusive Practice" means a scheme or arrangement whether formal informal, between two or more bidder with or without the knowledge of the ESIC, designed to establish prices at artificial, noncompetitive levels, submission or non-submission of Bids;

"Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

b. ESIC will reject a proposal for award if it determines that the Bidder 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 Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time it determine that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or executing a contract.

5. **Proposal Validity:**

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

6. **Final Decision-Making Authority:**

Regional Director, ESIC Regional Office, Panaji reserve the right to accept or reject any bid and annul the process and reject all bids at any time, without assignment any reason or incurring any liability to the bidders.

7. **Brief Description & Scope of work: - As per details given in Annexure-10**

8. Clarification and Amendment of Bid Documents:

- 8.1. Bidder may request for a clarification in respect of the bid documents not later than 2 days before the pre-bid meeting date. Any request for clarification must be sent in writing, or by standard electronic means to the ESIC email address i.e. rd-goa@esic.gov.in The ESIC will respond in writing, or on CPP Portal (including an explanation of the query but without disclosing the source of query). Should the ESIC deem it necessary to amend the bid documents as a result of a clarification or any other reasons it shall do so on CPP Portal. However, ESIC reserves the right to respond to the queries after cutoff date as mentioned above.
- 8.2. 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 bidder reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, ESIC may in its discretion, extend the deadline for the submission/ opening of the bid.

9. Preparation of Bid Proposal:

- 9.1. In preparing their offer to bid document, bidder is expected to examine in detail the bid document. The bid shall contain documents stipulated in the bid document.
- 9.2. The bid proposals, all related correspondence exchanged between the bidder and ESIC and the contract to be signed after award shall be written in the English Language. If required in Hindi/Local language necessary translations and other requirements of certificated may be done at office level.
- 9.3. Documents pertaining to Qualifying Criteria
Bidder shall have to furnish header line in all the relevant documents duly signed on each page of the uploaded documents pertaining to “Qualifying Criteria” as mentioned in Annexure-4 of bid document.

10. Financial Bid/ Proposal:

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

11. Submission Receipt and Opening of Bids:

- 11.1. The original bid including Financial Bid, shall contain non-interlineations or overwriting, except as necessary to correct errors made by the Bidder. The person who signed tender documents must initial such corrections.
- 11.2. An authorized representative of the bidder shall only sign the bid documents. The authorization letter to be submitted along with the bid documents.**
- 11.3. 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.

12. BID Evaluation

12.1. 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.

12.2. Evaluation of Financial Bid:

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

12.2.2. The Financial bids of the qualified bidder shall then be opened in the presence of the bidder'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.

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

13. **Award of Contract:**

13.1. The work shall be generally awarded to the L-1 Bidder whose Centage/Departmental Charges are found lowest as per due process subject to terms and conditions. In case the lowest quoted Centage Charges by Bid of two or more participating firms is the same, in spite of condition mentioned at clause no.5 of the NIT, the decision of the Regional Director will be final on the process/mode of selection.

The successful bidder shall have to execute the Contract Agreement/MOU as per Standard Contract Agreement/MOU attached with the bid document as 'ANNEXURE -5 'for taking up SR work with ESIC.

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

13.2. The successful Bidder 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 prerequisite for signing of the Contract Agreement and shall form part of the Contract Agreement.

14. **Performance Bank Guarantee:**

14.1. The successful contractor will be required to furnish an irrevocable **PERFORMANCE GUARANTEE of 5% (Five percent) i.e. Rs. 94,60,000/-** of the of estimated Cost **i.e. Rs. 18.92 Cr** in addition to other deposit mentioned elsewhere in the contract for his proper performance of the contract (not withstanding and /or without prejudice to any other provisions in the contract) within 10 days from the date of issue of letter of acceptance of tender.

14.2. The guarantee shall be in the form of Irrevocable Bank Guarantee Bonds of any scheduled Bank or the State Bank of India in the format as per **Annexure -7**.

14.3. The Performance Guarantee shall be initially valid for a period up to One and half year i.e. 18 months or adjustment of expenditure statement for the Year of the work awarded, whichever is later. In case the Contract Period of work gets extended, the contractor shall get the validity of Performance Guarantee extended, at his own cost; to cover such extended time for Contract Period.

15. **Confidentiality:**

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

16. **Default of Contractor:**

If the performance of the contract is not satisfactory and not corrected within 15 days of receiving notice, then Regional Director shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Agency.

17. **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.

18. **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 Regional Director/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. of 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.

19. **Damages to Persons and Property:**

The Agency shall except if and so far as the Contractor provides otherwise, indemnify the ESIC against all losses and claims in respect of:

- (i) Death of or injury to any person, or
- (ii) Loss or damage to any property (other than the Works):

As dispute resolution mechanism for implementation of the provisions of this MOU, which may arise out of or in consequence of the Repair works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

20. **Integrity Pact:**

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

21. **Special Conditions of NIT:**

- i. The agency who has been assigned the SR works shall set up a service center equipped by manpower as per norms and yardsticks of CPWD, for management of the works received from the user end i.e. ESI Hospital, Margao
- ii. In case of absence of the manpower without providing suitable replacement
 - A. PSU Agency will ensure the condition for compliance of necessary provision under wages/labour act/codes.
 - B. PSU Agency 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 or as decided by Engineer In-charge of ESIC. 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.
- iii. An Engineer at responsible position shall be positioned at Office level by the PSU for better management of the assigned SR works for 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.
- iv. 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.
- v. **Schedule of Credit for Salvage/Demolished Material:** The contractor shall be responsible for the proper dismantling and stacking of all salvageable/demolished materials generated during the course of execution. A Schedule of Credit for such materials shall be prepared and submitted for approval by the Engineer-in-Charge. The value of the salvageable materials shall be credited to ESIC and appropriately deducted from the contractor's running/final bills, as per the rates specified or as assessed by the Engineer-in-Charge. The contractor shall ensure that such materials are not removed from site without prior written permission from the department.
- vi. **Execution in a Functional Hospital Environment:** The work is to be carried out in a functional hospital. Bidders are advised to take into consideration the sensitive and operational nature of the hospital while planning and executing the work. Uninterrupted hospital functioning must be ensured during work. Noise, dust, and disruptions must be minimized, and suitable barricading, safety measures, and phased work planning must be incorporated into the execution strategy.
- vii. The deployment of labour for the services falling under plinth area rates should be made as per norms specified by CPWD and adopted by ESIC 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 SR works 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).

- viii.** The PSU 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 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.
- ix.** In case of default in wage payments and Statutory obligations by the Agency / or complaints received from the outsourced workers engaged by SR agency of such nature, suitable penal action may be taken against the PSU agency Including termination, blacklisting etc.
- x.** Once the PSU agency terminated/blacklisted on account of default in payment to workers engaged in SR work, ESIC being the principal employer will pay the due wages to the workers directly and amount such paid will be recovered from the due amount of agency or Performance Bank Guarantee.
- xi.** At the start of new contract, all the workers deployed by the contractor should be disseminated information with respect to their entitlement, their responsibilities, wage details and Grievance Redressal Mechanism increase awareness of the workers and to have a transparent system by PSU agency.
- xii.** As per the Section 21 (4) of the Contract Labour (Abolition & Regulation) Act- 1970, wages may be paid by ESIC on the behalf of defaulting contractor to the workers engaged based on biometric attendance records maintained in the office. Also, EPF & ESI contributions deducted from the wages of workers engaged by the contractor along with the employer EPF contribution reimbursed by the Corporation should be remitted to the Jurisdictional EPFO Office as per EPFO guidelines/procedures in the matter It is responsibility of PSU agency to ensure the same.
- xiii.** With the commencement of the contract, the HOD concerned shall submit an undertaking for himself and obtain similar undertakings from all ESIC employees under him to the effect (a) that there is no instance of conflict of interest in respect of the contract on the part of any one of them; and (b) that none of their relatives, etc. are engaged by the agency as workers.
- xiv.** Contractor shall be solely responsible to pay the retrenchment compensation within the parameter of Section 25F of the Industrial Dispute Act. Contractor shall be liable to follow all the provisions of the Industrial Disputes Act, 1947;
- xv.** A contractor/sub-contractor (in case of work contract) shall not charge or collect any fee for engaging or employing workers for their deployment. Any such activity will amount to violation of the terms of the contract and the principal employer (ESIC) will be free to take appropriate action against the contractor as per applicable laws, rules and policies in this regard which may include termination of the contract, blacklisting of the contractor, etc.;
- xvi.** No contractual worker hired by a contractor shall provide services beyond the age of 60. The minimum age of the person hired on contract may also be specified keeping in view the technical and functional skills required for the job at hand but will in no case be below minimum prescribed years of age for contractual engagement/ appointment.
- xvii.** Contractor shall ensure to obtain written undertaking from every worker deployed by it that he/she shall have no claim for any job in ESIC. Such undertaking from each deployed manpower shall be submitted to ESIC before deployment during the currency of contract;
- xviii.** The PSU agency shall provide a Grievance Redressal Mechanism for contract workers by putting a complaint box in a prominent place in the premises of ESIC field units, so that any contractual workers who have complaints against the contractors would be able to submit their complaints in those boxes.
- xix.** PSU agency shall ensure that ESIC premises is not being utilized in any manner for conduct of any activity other than official work relating to ESIC during the currency of contract.
- xx.** The manner in which the contractor engages manpower and cases of disengagement from work, if any, would entirely be under the purview of the contractor to decide, However, as far as possible, attempt shall be made by the contractors to engage the willing and suitable manpower from the previous contractors as long as there are no complaints against

them. The continuation of contractual workers shall always be in accordance with law and this will not be construed as giving any permanence to the contractual employees.

- xxi.** In an event of deficiency in performance, misconduct and involvement in any act prejudicial to the interest of the Corporation by a worker, the Contractor shall be liable to transfer/terminate and take suitable action against that worker as per law and at his own discretion/instruction of the Principal Employer. Contractor shall also be responsible to make good against any loss incurred to the Corporation due to such misconducts by the worker engaged by them.
- xxii.** On termination/expiry of the contract of an outsourcing Agency, ESIC would not be responsible for the re-employment of the workers.
- xxiii.** The register of workmen employed by contractor (Form XIII) under Contract Labour (R&A) Rules, 1971 shall be maintained by the PSU agency.
- xxiv.** The ESIC shall not be liable for or in respect of any damages or compensation payable to any workman for death or injury resulting from any act or default of the contractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and expenses whatsoever in respect thereof or in relation thereto.
- xxv.** The Agency itself or its sub agency shall obtain a valid license under the Contract Labour (R&A) Act,1970, and the Contract Labour (Regulation and Abolition) Central Rules,1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act,1986.
- xxvi.** The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

QUALIFYING CRITERIA

Bidder should have the following minimum qualifying criteria:

1. The interested bidder i.e. Public Sector Undertaking set up by Central/State Government to carry out civil or electrical work, which may be notified by MoUD are eligible for participation in the bidding process. The Bidder, Central / State PSU's, qualifying under Rule 133 (3) of GFR, 2017 to take up Civil and Electrical Works are only eligible to participate in the financial bidding process. Bidder must be having work experience of similar nature of work and furnished for relevant documents of experience certificate while bidding.

2. **Works Experience:**

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

Three similar works each costing not less than the amount equal to 40% of estimated/Budgeted Cost,

OR

Two similar works each costing not less than the amount equal to 60% of the estimated/ budgetedcost,

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.

3. **Annual Turnover:**

Average annual financial turnover of Bidder should not be less than 30% of estimated/Budgeted Cost during the preceding 3 consecutive financial year. This should be duly certified by Chartered Accountant along with audited Balance Sheets and Profit & Loss account

4. **Definition of Similar Works:**

The definition of similar works shall be as under:

Special Repair of Hospital* buildings with or without residential staff quarters and /or

Extension/Renovation of Existing Hospital* buildings with or without residential staff quarters

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

Even though any bidder may satisfy the above requirement, he would 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 documents.
- 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 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 point 1 of this Annexure-4.
- iii. Certificate from Chartered Accountant mentioning financial turnover of last 3 (three) years i.e. 2021-22, 2022-23 & 2023-24 to establish eligibility as mentioned point 1(ii) of this Annexure-4. ESIC reserves the right to seek further details beyond date of opening of bid pertaining to qualifying criteria.
- iv. Details in form of the chart mentioning the strength of the organizational setup in the respective state where the SR works to be undertaken. If not available, a registered office has to be set up within one month of

letter of award. An undertaking in this regard has to be submitted.

- v. Undertaking to submit the Performance Guarantee as stipulated in the bid in the form of Bank Guarantee and to sign an Agreement/MOU as per the Annexure -05 & 11.
- vi. Certificates of works experience and other documents for annual turnover and other documents of PSU for undertaking works required to establish fulfillment of qualifying criteria
- vii. Certificate of Registration for ESI & EPF /Undertaking regarding necessary compliances of ESI and EPF etc.
- viii. Certificate of Registration for Goods and Service Tax (GST), PAN Card.
- ix. Authority letter issued by the Competent Authority i.e. CMD / MD / Chairman for signing the bid documents
- x. All the above documents and relevant documents duly signed and stamped of Authorized Representative of Bidder as stipulated in clause 13(d) of NIT.

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

1. Agencies should ensure to upload all above noted documents dully signed and stamped by Bid submission Authority in readable/legible format.
2. Agency should ensure to sign & Stamp all the Annexures attached with NIT. All the Annexures should be filled up properly.
3. Agency has to ensure to fill the Integrity Pact carefully and a signed copy of IP should be uploaded. Kindly note that bids without filled and signed Integrity Pact will be rejected out-rightly.

AGREEMENT

Between

EMPLOYEES' STATE INSURANCE CORPORATION

And

PUBLIC SECTOR UNDERTAKING (PSU)

Special Repair Works of ESIS Hospital Margao, Goa on deposit mode of execution basis

This AGREEMENT signed between Employees' State Insurance Corporation (hereinafter called "ESIC") represented by its Regional Director, ESIC Regional Office, Panaji, Goa-403001 on one part

And PSU (hereinafter called "AGENCY") represented by its General Manager / Project Manager / or authorized representative of PSUs on other part 'ESIC Regional Office, Panaji' and 'AGENCY' are also referred to individually as 'Party' and collectively as 'Parties' wherever the context so requires.

Whereas 'AGENCY' have agreed to undertake the work of Special Repairs (Civil & Electrical) of existing infrastructures of ESIC, comprising of buildings, Equipment's etc. at **Special Repair works of Civil & Electrical on deposit mode of work execution at ESI Hospital Margao, in Goa** as a 'Deposit Work' basis on agency charges @ ____ % exclusive of GST.

Now, therefore it is agreed between the Parties that:

A. GENERAL:

Now, therefore it is agreed between the Parties that:

1. The project work shall be executed by Govt. Construction Agencies on deposit work basis in accordance with GFR norms, CVC guidelines, CPWD specifications, BIS standards and sound engineering practices and also by observing due diligence in all respects.

2. The work shall be executed by the Agency through themselves and/or through a Contractor through Technical & Financial bidding. The work in general will be planned and executed as per latest CPWD specifications or other relevant specifications of Bureau of Indian Standards (BIS).

3. The Agency shall be solely responsible for execution of the work qualitatively and quantitatively as per aforesaid specifications and as per detailed drawings/ detailed estimate.

4. Agency will carry out Structural Assessment through IITs/ NITs/ Other Premier Government Engineering college of Repute, as per requirement of work based on Agency's assessment, and incorporate their recommendations while framing the Estimates. ESIC will reimburse such cost to the Agency or may directly be paid to the Institution based on recommendation of the Agency.

5. The Agency shall prepare a detailed estimate, wherever necessary and intimate the sanctioned and tendered amount to the ESIC before the work is started. The Agency will also furnish copy of the sanctioned detailed estimates to the ESIC.

6. The Agency will be allowed Centage _____ % based on quote in Financial Bidding, while applicable taxes (GST) in the centage charges, if any, will be borne by ESIC.

7. The Cost of the work has been worked out on the basis of latest Delhi Schedule of Rates for scheduled items with applicable Cost Index. And the rates for non-scheduled items are based on market rates with due procedure as per GFR and CVC guidelines. It also includes usual contingency as per CPWD norms. The progress of work being conducted by the agency or their contractor will also be monitored by the representative Engineer(s)/ officer(s) of the ESIC.

8. As mutually decided, Completion Time for this work shall be Twelve months along with 2 months' time for tender processing and selection of Contractor as per MoU. Further if the work is not completed by + 2 Months after the commencement date of the work, LD as per MoU would be levied to the maximum extent of 10% of sanctioned cost as stipulated at Clause 11. Commencement date of the work will be reckoned the date on which this MoU is signed by Regional Director, ESIC Regional Office Panaji or the Agency, whichever is later.

9. No escalation charges will be paid to the Agency/ Agency's Contractor by ESIC unless

otherwise mutually agreed between both the parties, prior to signing of this MoU for the particular work.

10. In case, there is delay due to unforeseen circumstances like natural calamity, fire, etc., any other delay not attributable to the Agency, the Agency will apply for extension in time limit giving reasons thereof to the ESIC who may grant or refuse extension as guided by the reasons quoted by the Agency. The decision of the Regional Director, ESIC Regional Office Panaji in this regard shall be final and binding.

11. If there is delay of more than one week of the original time limit/extended time limit in the completion of the work, the Agency shall be liable to pay a liquidated damage to the ESIC Regional Office Panaji @ an amount of 1% of the total sanctioned cost of the work for every week of delay or part thereof subject to a maximum of 10% of the sanctioned cost of the project work. For working out the 1% allowance, the odd number of days would be rounded to nearest week.

12. If the compensation levied as per Clause-11 above is not deposited by Agency to the ESIC within one month of notice issued by ESIC, the Agency shall allow, without any demur, to recover the same from any payment which may be due to the Agency for any other/ same work or account.

13. The Agency shall intimate the completion date of the work in writing to the ESIC Regional Office Panaji within 30 days of such Completion. The Completion Report shall be accompanied by a certificate from the user/ head of the building regarding handing over of the work.

14. The Agency shall also submit the final expenditure statement as per actual executed work in triplicate duly signed by the Project Manager and Project Accountant to the ESIC within one month of the date of completion/ handing over along with refund of the unspent amount available with the Second Party for the work. Delay in refunding of unspent amount by the Agency may attract the compensation as decided by ESIC provided that the total compensation under all the clauses will not exceed 10% of the sanctioned cost.

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

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

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

1. **Performance bank Guarantee:**

The SR Agency shall submit a performance bank guarantee for proper performance of the contract in the form of **5% (Five percent)) i.e. Rs. 94,60,000/-** of the of estimated Cost **i.e. Rs. 18.92 Cr** (as per plinth area) for Special Repair work. The performance guarantee should be valid for the duration of the contract period plus 180 days. The performance security can be encased by the ESIC to recover any amount which is payable by the SR Agency to the employer on any account for a cause arising out of the contract.

2. **Time period of contract**

The Repair work shall be for a period of 12 months or as mentioned in the letter of commencement and shall start from the date as mentioned therein and shall stand terminated after

the expiry of one year unless it is mutually extended.

3. **Expansion of Scope of work**

- a) The scope of work under this contract can be increased/decreased accordingly on the same terms and conditions as per prevailing DSR/ NDSR (at the time of extension, if any) with rates will be applicable in contract.

4. **Payment Procedure:** - The funds for the SR works shall be deposited by the ESIC Regional Office, Panaji to the SR Agency under GFR133(3) in the following manner:

S.No	Particulars	Amount in Rs.
1	Total sanctioned amount of work	_____
2	Initial release amount (10%) after signing of MoU for sanction work estimate and submission of Mile Stone Chart and verification of PBG.	As Calculated
3	20% after award of work by the PSUs agency**	
	20% after completion of 30% of work by the contractor / agency**	
4	20% after completion of 50% of work by the contractor / agency**	
	20% after completion of 95% of work by the contractor / agency**	
5	Rest of the 10% amount will be released after submission of Completion Certificate and/or Clearances from Statutory Bodies and a satisfactory completion report.	

** % age of payment may be decided appropriately and pro-rata payment may also be done, if requested by agency.

Note:

- Any interest earned out of the deposit maintained by the SR works Agency to be deposited to ESIC A/c No. 1 or the adjustment of account to be considered to the extent.
- The Payment for Special repair works will be released accordingly. (As per A/A & E/S or tender cost whichever is less).
- At the conclusion of the SR Agency shall submit a consolidated expenditure statement and a certificate regarding utilization of funds sanctioned and released to them for each of the building / premises duly signed by the Accounts Officer & Divisional Officer / Executive Engineer of concerned Agency Division to the concerned Regional Director of ESIC Regional Office, Panaji along with a certificate from the user regarding satisfactory completion of the works and refund any unspent amount to ESIC for final settlement of accounts.
- The Agency shall also submit the final expenditure statement as per actual executed work in triplicate duly signed by the Project Manager and Project Accountant to the ESIC within one month of the date of completion/ handing over along with refund of the unspent amount available with the Second Party for the work. Delay in refunding of unspent amount by the Agency may attract the compensation as decided by ESIC provided that the total compensation under all the clauses will not exceed 10% of the sanctioned cost.
- Agency have to furnish the documents related to award/assigned work to their Contractor for the respective Office sites viz. award letter, Signed copy of Contract Agreement, BOQ, etc. Agency shall submit the monthly progress report of the work with the relevant photographs of the progress achieved.
- Agency will set up a dedicated wing comprising of civil as well as electrical units equipped with adequate manpower under unified command of senior level officer to execute the Special Repairs works with due diligence and in the most efficient and effective manner. A Nodal Officer shall also be appointed by agency to coordinate with ESIC and other local authorities for managing the

works efficiently and effectively.

7. The Office of SR Agency have to be set-up at ESI Hospital, Margao, Goa and permanent responsible Engineer representative of SR Agency shall be appointing to co- ordinate with ESIC reg. SR works of ESI Hospital, Margao.
8. Agency shall be registering themselves as Principal Employer for complying with various Labour Laws and other applicable statutory laws and Safety precautions. Any liability accruing on account of noncompliance of Labour laws and other statutory compliance related to work shall be borne by Agency.
9. Agency will apprise ESIC about the status of various Repairs works periodically during joint Progress Review Meetings wherein both physical and financial progress would be discussed besides resolution of pending issues, if any. Progress Review Meetings, preferably monthly shall be held between Agency and ESIC for reviewing the progress of ongoing Repairs works based on mutually agreed timelines, milestones etc. and also for resolving co- ordination issues, including fixing priority in carrying out some segments of works/items, buildings, facilities and services for their early completion and handing over to ESIC for putting them to use for intended purpose, if any.
10. SR agency shall be responsible for redressing and complying with the observations of CTE/ CVC, Auditors, Statutory Authorities, local Bodies, Municipal Corporation etc. pertaining to the work under intimation to ESIC. Providing all work-related information promptly to ESIC for replying to Parliament Questions, queries from various Constitutional & Statutory Authorities.
11. The departmental Changes as per the quoted/Agreed lumpsum service charges over and above the estimated amount or actual expenditure incurred for the work, whichever is less, in respect of the SR works (PAR) and SR actual works shall be payable. The contingencies shall be admissible as per CPWD norms. The contingencies charges in respect of SR works (PAR) works may be regulated as per the activities absolutely required for execution thereof.
12. The Agency shall meet all the expenses under “Departmental Charges” payable to them and record a certificate to this effect in the Final Expenditure Statement. Items of expenditure on supervisory staff/Officers, travelling/conveyance expenses etc. of their staff/officers and regular establishment expenditure of the Agency shall be met out of the Departmental Charges payable to them.

A. MUTUAL OBLIGATIONS:

Agency shall be responsible for:

1. Carrying out comprehensive Repairs of Buildings and Services including Equipment’s rendering specialized services with due diligence and within agreed timelines and cost.
2. Submitting Estimates for various types of Repairs works on time to ESIC for accord of A/A & E/S so that works are taken up on the ground as per schedule.
3. The contractor will carry out repairs / Checks as per CPWD Specification and works procedure.
4. Intimating physical and financial Progress and up to date expenditure incurred along with Certificate of Utilization of Fund against Fund earlier released by ESIC.
5. Permitting ESIC to inspect or monitor the progress, either itself or through Third Party, as and when it desires for assessing actual progress, quality of works and any other aspects related to the works.
6. Certifying and making payment of Bills of the Contractors / Agencies engaged by them and making available Final Statement of Accounts in Standard Format to ESIC, Copies of Final Bills for all Contract Packages and other expenditure incurred, after the completion of the work. In addition, whenever ESIC asks for any other details from agency regarding Utilization of Fund, copies of detailed sanctioned Estimates/ Technical Sanctions, Award of Works, Running Bills etc., the same shall be provided by agency readily to ESIC.
7. Ensuring that its Contractor(s) implement required Health, Safety & Environmental (HSE) practices at the SR works Sites and they also comply with all statutory obligations related to workmen deployed at the Site like compliance of Labour laws, minimum wages as per CLC, ESI, EPF

& Bonus etc. Agency will act as Principal Employer in respect of all Statutory Obligations related to workmen deployed at the site in execution of the work.

8. Obtaining necessary Statutory Approvals / Permission / Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like Municipal Corporation, Town Planning Board, Electricity Board / Fire Department, State / Central Pollution Control Boards, State / Central Environmental Authorities etc. as applicable.
9. Managing the works effectively and efficiently to ensure its timely completion with due diligence as per direction of ESIC Authorities in terms and conditions of Agreement including taking all require pro-active measures to contain Time and Cost Overruns by providing stringent and elaborate enforceable Clauses to this effect in the Contract documents of its Contractors for achieving the objective of completing the works with due diligence and within the approved cost and scheduled time.
10. Submitting Works Completion Report (WCR) duly bringing out the Final Cost as against the approved Cost. The WCR shall be submitted along with Final Works Accounts including return of unspent balance amount to ESIC within one month of settlement of final bills of the contractors/ other agencies deployed by agency.
11. Intimating ESIC about any excess expenditure likely to be incurred over and above the approved estimate and also about possibility of Time Overrun as soon as it comes to its knowledge along with reasons and justifications thereof for necessary approvals from ESIC before committing / incurring the extra / additional expenditure.
12. Monitoring of Projects from start to completion effectively & efficiently.
13. Observing due diligence and adopting all possible pre-emptive measures at various stages of project execution so as to avoid arbitration / litigation and other hindrances for completing the work within optimum cost and time in hassle free manner.
14. Defending all Arbitration and Court Cases arising out of execution of the works and examining the Arbitration Award/Decree of Court of Law/Tribunal by appropriate authority in agency and forwarding the same along with a comprehensive report on the circumstance leading to the Arbitration/Court cases and the reasons and justifications as to why an appeal against such award/decreed was not considered necessary, briefing out inter-alia, details of the award and clear-cut recommendations. The decision of the competent authority in agency to accept the award or challenge the same in a Court of Law will be binding on the ESIC.
15. Agency will take all necessary actions to complete the works timely. However, for inordinate delay caused in the works liquidated damages have to be levied / recovered. Based on the established procedure to levy penalty on their contractors / agencies for recovering liquidated damages from them as per the GCC or other contract conditions applicable in agency. The liquidated damages recovered from the contractors for delay, if any, shall be credited to ESIC in the project accounts. As further agreed by Agency, more stringent terms and conditions over and above usual stipulated provisions of agency standard contract documents, shall be inserted as additional / special condition in the contract document with contractors so as to complete the works timely. If at any time, it appears to ESIC that the actual progress of the work does not confirm to the approved program referred above and initiated to agency by ESIC, detailed reasons and justifications for such delay shall have to be provided by Agency, which shall be examined by ESIC for re-scheduling the timeline, if any.
16. ESIC will get the work done at the risk and cost of the agency and expenditure incurred will be deducted from the subsequent payment of the agency.
17. The Agency shall compensate ESIC for any losses incurred by theft, illegal or fraudulent activities of the manpower deployed directly or through his contractor.
18. Agency will have to make the provision of water and electricity charges in their sub contract as per CPWD work procedure.
19. The SR Agency shall meet all the expenses under “ Centage/Departmental Charges” payable to them and record a certificate to this effect in the Final Expenditure Statement. Items of expenditure on supervisory staff/Officers, travelling/conveyance expenses etc. of their staff/officers and regular establishment expenditure of the SR Agency shall be met out of the Centage/Departmental Charges payable to them.
20. An Engineer at responsible position shall be positioned at ESIC Regional Office, Panaji by the PSU

for better management of the assigned SR works of the ESI establishments. Fortnightly/Monthly meeting with appointed agency to be ensured by Regional Director for coordination and sorting out issues and tasks of SR works. 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 .

21. Any items which is not approved in the estimate, however required as per the site conditions same to be executed by the SR agency as per the direction of Regional Director/Engineering In charge.

B. ESIC shall be responsible for:

1. Approving Scope, Plans, Initial and Revised Estimates, Timelines and other proposals submitted by agency.
2. Intimating Details, Special Requirements / Features and Broad Specifications for specialized Equipment's and Plants for facilitating execution of works by agency.
3. Providing required assistance to agency for carrying out the comprehensive Repairs Works.
4. Releasing Fund to agency based on their request and in terms of the Agreement.
5. Providing required assistance to agency for obtaining necessary Statutory Approvals / Permission/Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like Municipal Corporation, Town Planning Board, Electricity Board / Fire Department, State / Central Pollution Control Boards, State / Central Environmental Authority etc. as applicable.
6. Space to be provided to agency by ESIC free of cost for setting up of Office as per approval of competent authority of ESIC till maturity / completion of work.
7. Providing security clearance for agency staff/ contractors and their workers for working at site in case required.
8. Settling of final claims which may be decreed by a Court of Law, Tribunal or by award of an Arbitrator in relation to the deposit work, based on recommendations of agency and commensurate actions taken by them in accordance as explained above.
9. Permitting free access to agency appointed Contractors' Materials and Workmen to the site of work and also helping agency in taking connections for electricity and water required for carrying out works inside the premises/complex.
10. Drawings of the premises will be provided by the ESIC to the agency, if available in ESIC Office.
11. Date of start of work :- The date of start of work shall be date of assumption of work by agency at site physically.
12. Date of Completion of work :- Period of this contract will be 12 months (01 Year) from date of start of work. The contract of work may be extended is Competent Authority find satisfactory reason to execute the work.

C. 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 things 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 till 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.

D. Amendment

No amendment in Terms & Conditions of this Agreement shall be valid and effective unless it is in writing and duly signed by authorized representatives of Regional Director/DG, ESIC and DG/ CMD of Agency. Each party shall give due consideration to any proposal for amendment / modification made by other party with proper reasoning thereof.

E. Termination

This Agreement can be terminated by either of the parties by giving 3 Month's prior notice along with reasons for breach of obligation and any other grounds for consideration of other party.

F. Payment on Termination:

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

The following documents attached hereto shall be deemed to form an integral part of this agreement.

- a. Notice Inviting Expression of Interest including corrigendum
- b. Undertaking by the SR Agency (Annexure -8)
- c. Agency Charge Quotation Sheet (Annexure -6)
- d. All the correspondence made with agency & Annexure 1 to 11
- e. Letter of Acceptance (Annexure -9)
- f. Performance Guarantee No. dated

G. Other Terms & Conditions

While executing/assessing the SR works under the GFR133(3) the following points shall be adhered to:

- a) The Regional Director or his/her representative and SR Agency will draw a Priority Plan for Repairs of hospital buildings in the State/Region which will be signed by all concerned. In accordance with the Priority Plan, the SR Agency would frame a working/detailed estimate restricting the estimate to the funds available as per the norms under SR actuals.
- b) The progress of Repairs shall be monitored by the Regional Director through the designated Engineer. Periodical review at regular interval shall be necessary to ensure the accomplishment of priorities drawn for various items of work in the working estimated are carried out accordingly.
- c) The SR as per provisions set out in the succeeding paragraphs and submit the same to the Regional Director of ESIC latest within 15 days of signing Agreement along with Working Estimate Agency shall prepare the estimate for SR works requirement for Hospital, Final Expenditure Statement(s) of the previous year, if any duly signed by the Executive Engineer and the Accounts Officer, accompanied by a certificate from the Occupier/Custodian of the property certifying satisfactory completion of the works done in the previous financial year.
- d) Latest Plinth Area rates for 'SR works' of CPWD shall apply uniformly to all the properties, as per description/usage, falling under the jurisdiction of the Offices.
- e) Special Repairs of Specialized Services by OEM.
- f) It may be noted that under no circumstances, the expenditure should exceed the sanctioned amount. Agency have to carry out the work in accordance with provisions made in the working estimates and ESIC will not be liable to bear excess expenditure except variations in paid revised minimum wages and DA for the period of the deployed manpower.
- g) The deployment of labour for the services falling under plinth area rates should be made as per norms specified by CPWD and adopted by ESIC for the categories of wireman/ 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 SR works 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). 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 Regional Director without fail by the SR agency.
- h) The SR Agency shall neither utilize the SR Funds for non – SR activities nor utilize the same for any other ESIC or non – ESIC work nor minus balance against the excess of any previously executed work of any nature for ESIC.
- i) The work of essential Repair of essential services shall under no circumstances be held up by the SR Agency for temporary delay in release of funds.
- j) The SR 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 SR Agency at its risks and const. It has to be ensured that the SR Agency registers themselves as Principal Employers for necessary compliance with the provision of Contract Labour (Regulation & Abolition) Act, 1970 etc. as applicable.

- k) Any change in rates of GST/Labour Cess etc. if it becomes applicable on Centage/Departmental Charges subsequent to date of signing of agreement in case of the categorization/change in rates of SR work as a “Service” by Central/State Govt. shall be first paid by the SR Agency which shall then be reimbursed/paid as per actual without any Centage/Departmental Charges.
- l) If due to unsatisfactory performance of the Construction Agency in a State/Region, it is desired to change Construction Agency, the matter may be discussed in the Co-ordination Committee and new agency in the concerned Region/State, based on their potential/capability and willingness to accept the work on ESIC’s terms and conditions, should be selected by following due procedure. In case of the unsatisfactory performance of the Construction Agency during the Financial year, sufficient notices should be served & termination of the Agreement shall be taken up as per the clauses of the agreement by forfeiting the Performance Guarantee. During the course of the Agreement period, the new Agency may be fixed at the risk & cost of the Existing Agency, which however does not apply in the case of CPWD/PWD.

H. General Condition for Special Repair Works

1. The work for special repair work to be carried out as per GFR / CVC / CPWD specifications guidelines.
2. Submitting Detail Estimate, Milestones Chart, Rough drawings, Dates of Start and Completion of the project for approval of ESIC for timely completion. The centage charges will be paid to the SR agency for special repair work assigned by the Regional Director of ESIC Regional Office Panaji , Goa.
3. PSU required to intimating ESIC about any excess expenditure likely to be incurred over and above the bid value and also about possibility of Time Overrun as soon as it comes to its knowledge along with reasons and justifications thereof for necessary approvals from ESIC before committing / incurring the extra / additional expenditure. The certification by PSU will be valid for the extra expenditure provided pre – approval has been taken from ESIC.
4. On completion of the work, a Work Completion Report (WCR) shall be submitted by PSU duly bringing out the Final work Completion Cost, Total Time period taken to complete the work and also completed Work Components as against the approved Cost, Time and Project Components. The WCR shall be submitted including return of unspent balance amount to ESIC within one month of settlement of work of the contractors / other agencies deployed on the project by PSU. If not closed by agency in one month then another one month will be granted as Notice to PSU and after that a deduction will be imposed to PSU as damages @ 0.5% per month of delay (to computed on per day basis) maximum to 5% of the actual cost.
5. After Completion of all milestone, an assessment would be made regarding the total time covered in achieving all the milestone vis-à-vis the allotted time lines and justified EOT to milestone till completion of the project. If it is found that PSU has taken time to complete the project more than mutually agreed time line, liquidated damages @ 1.5 % per month of delay (to computed on per day basis) subjected to 10 % of the actual cost would be imposed on PSU.
6. The Electricity and water for work to be arranged by agency at their own level. However, if the same was used from ESIC building the deduction of Water & Electricity charges would be imposed @ 2%, (water (1%) & electricity (1%).
7. The Defect Liability Period shall be one (1) year from the date of completion / Handing over of work.
8. Any other special specific work conditions to be incorporated at the time of approval of detail estimate.
9. Agency shall submit the following documents with the Expenditure statement: -
 - a) Test Report of Materials as asked/ directed by ESIC Engineer.
 - b) For Final bill, Progress report, Satisfactory Work Completion Certificate and Monthly Expenditure Statement (as per above S.no. 4) duly signed by Account Officer/ Representative of Agency not less than the rank of Project Manager/Executive Engineer.

c) Any Other document asked by ESIC Engineer.

For and on behalf of Agency

Signature
Name
Designation

Witness 1
Signature
Name
Designation

For and on behalf of ESIC

Signature
Name
Designation

Witness 2
Signature
Name
Designation

Date:
Place:

FINANCIAL PROPOSAL

NAME OF WORK: - Special Repair Works of ESIS Hospital Margao in Goa on deposit mode of execution basis

Budgetary amount for the year: Rs. 18.92 Cr

NAME OF BIDDER:

S.NO	Description	Centage/Departmental Charges (In figure and words)
1.	Centage/Departmental Charges ** for execution, supervision of: - Special Repair Works of ESIS Hospital Margao in Goa on deposit mode of execution basis AS PER SCOPE OF WORK AND TERMS AND CONDITION OF THE BID & STANDARD CONTRACT AGREEMENT. (GST charges shall be payable on Centage charges only)	_____%***

Seal of the Organization

Signature of the Authorized Signatory*****

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

**** Centage/Departmental 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.**

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

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

Agency should submit the detailed estimate including GST Charges. For Extra NDSR/Market rate items agency has to consider the GST Charges including in the rate of Item.

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

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

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

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

4. We _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would take for the performance of the said agreement and that it shall continue to enforceable till all the dues of the Employees' State Insurance Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or Engineer-in-charge on behalf of the Employees' State Insurance Corporation certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Second Party and accordingly discharges this guarantee.
5. We (indicate the name of Bank) further agree with the Employees' State Insurance Corporation that, the Employees' State Insurance Corporation shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employees' State Insurance Corporation against the said Second Party and to bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Employees' State Insurance Corporation or any indulgence by the Employees' State Insurance Corporation to the said contracts or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank of the contractor.
7. We lastly undertake not to revoke this guarantee except with the previous consent of the Employees' State Insurance Corporation in writing.
8. This guarantee shall be valid up to Unless extended on demand by Employees' State Insurance Corporation. Notwithstanding anytime mentioned above, our liability against this guarantee is restricted to Rs (Rs only) and unless a claim in writing is lodged with us within six months of the date of expiry of the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated Day of..... for (indicate the name of Bank).

UNDERTAKING

(On the Letter Head of the Organization)

To

**The Regional Director,
ESIC, Regional Office
Panaji 403001,
Goa**

Subject- Special Repair Works of ESIS Hospital Margao in Goa on deposit mode of execution basis.

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

Yours faithfully,

(Signature of the Authorized
Representative)

With Rubber Stamp

Dated: _____

Place: _____

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

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

To

**The Regional Director,
ESIC, Regional Office
Panaji 403001,
Goa**

Sub: Special Repair Works of ESIS Hospital Margao in Goa on deposit mode of execution basis.

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 requisite and relevant documents.
3. I/We have read all the terms and conditions of the **STANDARD CONTRACT AGREEMENT** as well as Bid Document and agree to sign the same in case of award of work.
4. I/We have submitted all the documents as per Notice Inviting Bid.
5. I / We undertake and confirm that similar work (s) has / have got executed in . Departments/ Govt. Organizations. Further that, if such a violation comes to the notice, then I / WE shall be debarred for bidding in future forever. Also, if such violation comes to the notice of ESIC before date of start of work, the ESIC shall be free to forfeit the entire amount of Performance Guarantee.
6. I / WE have separately enclosed an undertaking in the format as per Annexure -8.

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.

Brief Description & Scope of Work

(For illustration only)

Employees' State Insurance Corporation (ESIC) is a statutory autonomous body under the aegis of the Ministry of Labour and Employment, Government of India. It is proposed to enter into an Agreement with the selected eligible Public Sector Undertaking set up by Central / State government to carry out civil or electrical work for execution of Special Repair Works of ESIS Hospital Margao in Goa on deposit mode of execution basis.

Scope of works (Electrical and Civil):

1. Special Repair Works of ESIS Hospital Margao in Goa on deposit mode of execution basis:

The built-up area/Plinth Area details of the establishments to be undertaken for SR works are as following:

S.No.	Description of Establishments	Plinth Area (Approx. Sqm)
1.	ESI Hospital Margao	15213.49

- The Agency will carry out all Special Repair Works on Deposit Work Basis in accordance with GFR norms, CVC guidelines, CPWD Specifications, BIS Standards and sound engineering practices and also by observing due diligence in all respect.
- Agency will make all necessary make shift arrangements for satisfactory running of the services in the Hospital as per the requirements of the ESIC and shall also provide adequate arrangement of transportation to ESIC Representative Engineers/ Officers for monitoring of progress of construction of Special Repair Works (Civil & Electrical) of ESI buildings, plants & equipment's.
- After ascertaining the entire gamut of the repairs & operations need of respective in-charges of Hospital agency shall prepare estimates in r/o various types of Special Repair works based on CPWD Norms/ yardsticks and good engineering practices and submit to ESIC Regional Office, Panaji along with all relevant documents, justifications, drawings, photographs etc. for accord of Administrative Approval and Expenditure Sanction (A/A & E/S) by ESIC.
- A Generic Memorandum of Understanding (MOU) is attached with this document which would be signed between Competent Authority, ESIC and Agency each time on approval of SR estimate with mutual agreed payment schedule and other applicable condition to save the interest of ESIC.
- The site for the work is readily available as the SR work is to be carried out in the running hospital buildings and their premises having residential buildings and other ancillary structures and the desirous agencies can inspect these buildings and premises on any working day.
- Conditional Expression of Interest shall summarily be rejected.
- Schedule of Credit for Salvage/Demolished Material:** The contractor shall be responsible for the proper dismantling and stacking of all salvageable/demolished materials generated during the course of execution. A Schedule of Credit for such materials shall be prepared and submitted for approval by the Engineer-in-Charge. The value of the salvageable materials shall be credited to ESIC and appropriately deducted from the contractor's running/final bills, as per the rates specified or as assessed by the Engineer-in-Charge. The contractor shall ensure that such materials are not removed from site without prior written permission from the department.
- Execution in a Functional Hospital Environment:** The work is to be carried out in a functional hospital. Bidders are advised to take into consideration the sensitive and operational nature of the hospital while planning and executing the work. Uninterrupted hospital functioning must be ensured during work. Noise, dust, and disruptions must be minimized, and suitable barricading, safety measures, and phased work planning must be incorporated into the execution strategy.

Agency will be responsible for Comprehensive Special Repair Works (Civil & Electrical Work of ESI Hospital, Margao situated at Goa:

A Civil Works (Tentative Scope):

1. Provision of 18mm thick granite toilets counter and flooring.
2. Providing and laying 300x450 or more 1st quality ceramic glazed wall tiles in toilets
3. Providing and laying aluminum composite panel.
4. Provision of second-class teak wood frame for doors.
5. Provision of 30mm thick flush door shutters for doors.
6. Providing and fixing hard drawn steel wire fabric 75x25mm mesh.
7. Providing and fixing hydraulic door closer for doors.
8. Providing and fixing cupboard shutter with 19mm thick one side decorative and other side balancing lamination factory pressed BWP grade marine ply.
9. Provision of kota stone slab flooring over 25mm thick.
10. Providing and laying 300x300mm or more anti-skid ceramic glazed floor tiles.
11. Providing and laying 600x600mm & 800x800mm vitrified tiles in various rooms.
12. Providing and laying Polished Granite stone flooring in lobby and corridor.
13. Providing and fixing 110mm rainwater pipes including necessary fittings
14. Provision and fixing calcium silicate false ceiling in all rooms.
15. Replacement of G.I. metal ceiling over toilet area at all floors.
16. Providing and applying epoxy paint on steel work.
17. Providing and applying 1mm thick cement-based putty.
18. Provision of acrylic emulsion paints for internal finishing.
19. Providing and applying melamine clear polish for all doors and other misc. work.
20. Providing and fixing 600x450x200mm white vitreous china laboratory sinks with necessary fittings.
21. Providing and fixing 453x357mm mirror of superior glass in all toilets.
22. Providing and fixing square-mouth SW gully trap of size 180x150mm.
23. Provision of 90x80cm brick masonry manhole
24. Provision and fixing powder coated aluminum door and some windows with all necessary fittings.
25. Providing and laying water proofing treatment in sunken portion for all toilets.
26. Providing and applying integral crystalline slurry for basement.
27. Providing and applying SBR polymer bonding coat for retrofitting.
28. Providing and fixing factory made single extruded WPC doors for toilets.
29. Providing and fixing machine cut polished 12mm thick cuddapha stone slab for wash basin sink area.
30. Repair and renovation of some toilets including necessary sanitary fittings & fixtures.
31. Providing and fixing galvalume sheets required area in hospital building.
32. Providing and applying Dr. fixing dampguard on walls of corridors.
33. Providing and placing in position non-shrink, cementitious micro- concrete.
34. Providing and fixing of 2mm thick vinyl flexible homogeneous compacted flooring coverings with electrostatic conductive properties for some floors.

35. Providing and fixing of flexible vinyl sheet wall covering of 1.30 mm thick for wall cladding.
36. Diluting and injecting chemical emulsion CONSTRUCTIONAL anti-termite treatment for doors

B Scope of E&M works (Tentative Scope):

1. Provision for Internal electrical installation in some specific area where false ceiling work is to be executed.
2. Provision for Pressurized mechanical ventilation system in the basement with supply ducts of exhaust blowers
3. Provision for 2 X 250 TR energy efficient central AC plant including low side works complete as required
4. Provision for special repair/replacement Medical Operation Theatre.
5. Provision for special repair/replacement of HT/LT panels
Provision for Hot water system complete with primary and secondary heat pumps, Hot water returns pumps, heat exchanger, hot water mixing tank, water softening plant, solar water heating system, piping, connection cables, electrical panels i/c all accessories etc. complete as required
7. Provision for rising height of existing DG set chimney

General Instruction:

1. Agency shall also have to support in case of emergencies arising due to any fault etc.
2. The Agency will furnish the information about the name & contact Nos etc. of staffs well in advance to user department. the deployed staffs shall have mobile phone and active number. If not, then agency shall arrange to provide the same to them. The Agency will issue the Identity card to the staffs. Any changes in the above shall be informed to ESIC in advance.
3. The Agency shall arrange to attend the system immediately after receipt of breakdown call from the Authorities or authorized representative of the user department. The Agency shall give priority in their service, repair and manufacturing facilities to restore the system/equipment's to normal service.
4. The agency shall arrange to repair the system /installation expeditiously without causing any inconvenience to the functioning of the premises, failing which the repairs shall be got done at risk and cost of the contractors. However, in case of any major breakdown, the Agency shall consult the Authority /Engineer concerned to carry out the repairs, which shall be completed within shortest period.
5. The Agency shall have to carry out the work of repairs and replacement of parts in good workmanship manner as per standard practice & Rules & Regulations enforce.
6. The site for the work is readily available as the SR work is to be carried out in the running Hospital buildings and their premises having residential buildings and other ancillary structures and the desirous agencies can inspect the Hospital Area on any working day.
7. Additional points if any for compliance of local statutory/ site conditions etc. may please be added to this special condition.

INTEGRITY PACT

To

**The Regional Director,
ESIC, Regional Office
Panaji-403001,
Goa**

Subject- Special Repair Works of ESIS Hospital Margao in Goa on deposit mode of execution basis.

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/bids accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

This Integrity Agreement is made aton this..... day of20

BETWEEN

ESIC represented through Regional Director, ESIC Regional Office, Panaji-403001, (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No) (hereinafter referred to as "Tender/Bid")

and intends to award, under laid down organizational procedure, contract for

..... (Name of work)

Hereinafter referred to as the "Contract".

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

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

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

Article 1: Commitment of the Principal/Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall 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 / 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 participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a 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 of terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/ Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

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

Article 6: Duration of the Pact

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

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

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

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

Article 7 : Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the office of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original 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.
6. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications , certifications, subsidiary contracts etc.
7. Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
8. Bidders to disclose the payments to be made by them to agents /brokers or any other intermediary.
9. Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgressions was taken by the competent authority. The period for which such transgression (s) is /are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression (s), for which cognizance was taken even before the said period of three years , but are pending conclusion , shall also be reported by the bidders.
10. Any violation of the Integrity Pact would entail disqualification of the bidders and exclusion from future business dealing, as per the existing provision of GFR, 2017, PC Act, 1988 and other Financial Rules /Guidelines etc. As may be applicable to the organization concerned.
11. The person signing the Integrity Pact shall not approach the Courts while representing the matters to IEMs (Independent External Monitors appointed by ESIC).

Article 8: Legal and Prior Rights

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

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

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

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

WITNESSES:

1

2

(signature, name and address)

(signature, name and address)

Place:

Date:

Independent External Monitor (IEM) for overseeing and implementation of Integrity Pact in ESIC :-

1. **Shri Vidya Bushan Kumar (IFoS) Retd** (Mob 9779156123, 7899294433, E-mail Idvbkifs@gmail.com, vbk33@yahoo.com)
2. **Dr Sarat Kumar Acharya, Ex CMD, NLC** (Mob No 9442118060,8754498285, Email Id: sarat777@rediffmail.com)