



NCCF/Pat/BUSS/2022-23/27

Date: 05.05.2022

TENDER NOTICE

NCCF, Patna intends to participate in e-tender floated by Employees State Insurance Corporation (ESIC) for special Repair Work as and when required basis in the ESI establishment ESIC Medical Colage & Hospital, Bhita, Patna premises for one year., as per details given in the Notice Inviting Tender (NIT) which is enclosed. Therefore, registered and experienced suppliers of NCCF, are requested to submit their proposals, to NCCF of India Ltd., Deepshila Complex Third Floor, Talpatra Lane Budh Marge patna 800001 latest by 17.05.2022 up to 03:00 PM, enabling NCCF to submit the same within stipulated period.

- The proposal to be submitted must also contain credentials/work experience certificates for execution of such works in past.
- The proposal must contain NCCF margin as approved for ARMO works.
- Suppliers offering highest margin to NCCF would be given preference.
- Other terms and conditions are as per norms of NIT.
- Conditional offers will not be considered.
- NCCF, Patna reserves the right to accept or reject any offer without assigning any reason.

Encl: Copy of the NIT


(Rajesh Kumar)
Branch Manager





कर्मचारी राज्य बीमा निगम
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)
EMPLOYEES' STATE INSURANCE CORPORATION
(Ministry of Labour & Employment, Govt. Of India)
Website: www.esic.nic.in/www.esic.in



क०रा०बी०नि० चिकित्सा महाविद्यालय एवं अस्पताल
बिहटा, पटना -801103 (बिहार)
ESIC Medical College and Hospital,
Bihta, Patna-801103
Email: dean-bihta.bh@esic.nic.in; Phone: 8544429148

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[SECTION – 1]
NOTICE
INVITING
BID



क.रा.बी.नि
E.S.I.C

कर्मचारी राज्य बीमा निगम
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)
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Email: dean-bihta.bh@esic.nic.in; Phone: 8544429149

NOTICE INVITING TENDER

Employees' State Insurance Corporation (ESIC) is an Autonomous Body. Dean, ESICMC&H, Bihta invites online bid offer for Centage Charges * on percentage basis from eligible Public Sector Undertaking (PSU) set up by Central / State Government to carry out Civil & Electrical work or from any other Central / State Government Organisation/ PSU which have been notified by MoUD for such purpose as per GFR 133(3) for taking up the Special Repair Work as and when required basis in the ESI establishment ESIC Medical College & Hospital, Bihta, Patna premises for one year. The contract of work has an option to extend for further period of one-year subject to satisfactory performance of the agency during the contract period with mutual consent.

1. Details are given below:

NIT No.	
Name of the Work	Special Repair Work (Civil & Electrical) (as and when required) on deposit basis at ESIC Medical College & Hospital, Bihta, Patna, Bihar.
Client / Owner	EMPLOYEES STATE INSURANCE CORPORATION
Annual Budget amount for the SR Works	Rs. 5.5 Cr. Approx.
Earnest Money deposit	As per O.M No. F.9/4/2020-PPD dated 12/11/2020 issued by Ministry of Finance, Govt. of India MSEs and the firm registered with concerned Ministries/ Departments are exempted from submission of Bid Security/ Earnest Money Deposit. However, Bidders must submit/ accept the „Bid Security Declaration“
Cost of Tender document	Rs. Zero only
Date of Tender Document available to parties to download	29/04/2022 at 09:00 AM
Date of start and end of online Pre-Bid queries	Start 29/04/2022 at 09:00 AM End 12/05/2022 at 01:00 PM
Starting date of e-tender for submission of online Techno Commercial Bid and Price Bid	29/04/2022 at 09:00 AM
Closing date of online e-tender for submission of Technical bid and Price Bid	19/05/2022 at 02:00 PM
Date and time of opening of Techno Commercial Bid	20/05/2022 at 02:00 PM
Date and Time of opening of Price Bid	Will be communicated separately to the qualified bidders
Contract Period	1 (One) year extendable upto further 1 (One) year maximum on the basis of satisfactory performance.
Validity of Offer	90 days after the last date fixed for submission of bid including the extension (s) given, if any

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

Note: This NIT may also be uploaded in ESIC website and Notice Boards of the ESIC Medical College & Hospital, Bihta, Patna for wide publicity.

Note : Wherever the word “ESIC” is mentioned it refers to ESIC Medical College & Hospital, Bihta, Patna.

2. The intending bidder(s) must read the terms and conditions carefully. They should only submit their bid if eligible and in possession of all the documents required.
3. Information and instructions for bidders available in document shall form part of agreement.
4. The bid documents consisting of instructions to bidders, scope of work and other conditions to be complied are available at the website <https://eprocure.gov.in/eprocure/app>.
5. Construction Agency must ensure to quote rate in percentage only in appropriate column up to 2 (two) Decimals and these decimals should be greater than zero.
6. Notwithstanding anything stated above, ESIC reserves the right to assess the capabilities and capacity of the bidders to perform the contract in the overall interest of ESIC.
7. The bidder(s) / are required to quote strictly as per the terms and conditions, specifications, standards given in the bid documents and not to stipulate any deviations.
8. The bidder(s), if required, may submit questions in writing to seek clarifications 24 Hrs before the notified pre-bid meeting date, to the Office of **Dean, ESIC Medical College & Hospital, Bihta, Patna, Bihar** or may visit the said office during the office hours on working days, Contact No. **8544429148** and submit.
9. Pre – bid conference shall be held on date, time and place as mentioned in the Notice to clarify queries of intending bidders for submission of bid for the work to be undertaken.
10. ESIC reserves the right to reject any or all tenders or cancel / withdraw the invitation for Bids without assigning any reason whatsoever and in such case no bidder / intending Construction Agency shall have any claim arising out of such action.

11. Set of Bid Documents:

The following documents will constitute set of tender documents:

SECTION-1	Notice Inviting Bid
SECTION-2	Instruction for Online bid Submission
SECTION-3	Instructions to Construction Agency
SECTION-4	Qualifying Criteria
SECTION-5	Financial Proposal
SECTION-6	ANNEXURE I-V
SECTION-7	Bid Security Declaration.
SECTION-8	PERFORMANCE SECURITY BANK GUARANTEE BOND

12. Bidding Process

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

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

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

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

13. Mode of Submission

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

- a. Letter of acceptance of terms and conditions of bidding document in the prescribed format as per Annexure – I and undertaking as per format given in Annexure – II.
- b. Certificates of works experience and other documents for annual turnover and other documents of PSU for undertaking works required to establish fulfilment of qualifying criteria

- c. Bid Documents downloaded from website to be signed on each page by authorized representative along with Financial Bid / Proposals (Section – 4) quoted with Centage Charges shall be uploaded.
***Note : ESICMC&H Authorities to amend the condition depending upon the CPPP portal requirement.**
- d. Authority letter issued by the Competent Authority i.e. CMD / MD / Chairman for signing the bid document.
- e. **No Proposals/Documents will be received/uploaded after the prescribed date & time.**

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

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

Sd/-

(Dean)

**ESIC MEDICAL COLLEGE & HOSPITAL,
BIHTA, PATNA**

[SECTION – 2]
INSTRUCTION
FOR
ONLINE BID SUBMISSION

Instructions for Online Bid Submission

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

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

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

REGISTRATION

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

SEARCHING FOR DOCUMENTS

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

PREPARATION OF BIDS

1. Bidder should consider any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to

be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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

SUBMISSION OF BIDS

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

ASSISTANCE TO BIDDERS

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

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

[SECTION – 3]

**INSTRUCTIONS
TO
CONSTRUCTION
AGENCY**

INSTRUCTIONS TO CONSTRUCTION AGENCY

1. INTRODUCTION

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

Contact : **DEAN /Engineer (i/c)**

Address : **DEAN, ESIC Medical College & Hospital, Bihta, Patna-
801103.**

Phone : **8544429148**

E-Mail : **dean-bihta.bh@esic.nic.in**

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

1.6 Conflict of Interest

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

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

Conflicting Relationship

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

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

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

1.7 Fraud and Corruption

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

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

“Fraudulent Practice” means a wilful misrepresentation or omission of facts or submission of fake / forged Documents in order to influence a selection process or the execution of a contract;

“Collusive Practices” means a scheme or arrangement whether formal or informal, between two or more parties with or without the knowledge of the ESIC, designed to establish prices at artificial, non competitive levels, submission or non submission of Bids;

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

(b) ESIC will reject a proposal for award if it determines that the Construction Agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question ; and

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

1.8 Proposal Validity

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

1.9 Final Decision Making Authority

Dean, ESICMC&H, Bihta reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders.

1.10 Brief Description & Scope of work

As per details given in Annexure – III

2. CLARIFICATION AND AMENDMENT OF BID DOCUMENTS

Construction Agencies may request for a clarification in respect of the Bid documents not later than 2 days before the pre-bid meeting date. Any request for clarification must be sent in writing to the address **DEAN, ESIC Medical College & Hospital, Bihta, Patna-801103** or by standard electronic means to the ESIC email address i.e.

dean-bihta.bh@esic.nic.in. The ESIC will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without disclosing the source of query) to all Construction Agencies. Should the ESIC deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so following the procedure under Para 2.2. However, ESIC reserves the right to respond to the queries after cut off date as mentioned above.

2.1 At any time before the submission of bid, ESIC may modify / amend the bid document and extend the last date of submission / opening of the bid by issuing a corrigendum / addendum.

Any Corrigendum / Addendum thus issued shall form part of bid document. To give the construction Agency reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, ESIC may at its discretion, extend the deadline for the submission / opening of the bid.

3. PREPARATION OF BID PROPOSAL

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

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

3.3 Documents pertaining to Qualifying Criteria

Bidder shall have to furnish header line in all the relevant document duly signed on each page on the uploaded documents pertaining to “Qualifying Criteria” as mentioned in Section – 4 of bid document.

3.4 Financial bid Proposals

Bid document duly signed on each page by person duly authorized along with Financial Bid as per Section – 5 duly quoted shall be uploaded/filled in online (whichever provision provided in CPPP portal) and shall not include any commercial or technical condition / information. Conditional bid shall be rejected summarily.

4. SUBMISSION, RECEIPT AND OPENING OF BIDS

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

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

4.3 The ESIC shall open the bid containing documents pertaining to Qualifying Criteria after the deadline and for verification from the originals if any, the Financial bid shall remain securely stored.

5. BID Evaluation

5.1 Evaluation of Qualifying Criteria

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

5.2 Evaluation of Financial Bid

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

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

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

6. AWARD OF CONTRACT

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

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

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

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

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

7. Performance Bank Guarantee:

7.1 The successful contractor will be required to furnish an irrevocable **PERFORMANCE GUARANTEE of 3% (Three percent)** of the Budgetary Estimate Amount 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.

7.2 The guarantee shall be in the form of Demand Draft/ Fixed Deposit Receipts pledged to „ESI Fund A/c No. 1“ or Irrevocable Bank Guarantee Bonds of any scheduled Bank or the State Bank of India in the format as per Section-8. In case, a fixed deposit receipt of any bank is furnished by the contractor to ESIC as a part of performance guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to ESIC to make good the deficit.

8. 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.

9. CONFIDENTIALITY

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

10. **Default of Contractor:** If the performance of the contract is not satisfactory and not corrected within 15 days of receiving notice, then Dean, ESICMC&H, Bihta shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Agency.

11. **Amicable Settlement of Disputes:** The party shall use their best efforts to settle amicably all disputes arising out of or in connection this contract or the interpretation thereof.

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

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

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

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

[SECTION – 4]

**QUALIFYING
CRITERIA**

1. The interested Construction Agencies i.e. Public Sector Undertaking set up by Central / State Government to carry out civil or electrical work or any other Central /State Government Organization / PSU which may be notified by MoUD are eligible for participation in the bidding process.
2. The Bidding Second Party have to submit MoUD's Registration Certificate to carry out Civil and Electrical works. The Govt. Construction Agencies, Central / State PSU's, qualifying under Rule 133 (3) of GFR, 2017 to take up Civil & Electrical Works are only eligible to participate in the financial bidding process.
3. The interested Construction Agencies should have following minimum qualifying criteria:

i) Works Experience :

Experience of executing similar works 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 / budgeted cost,

OR

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

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

ii) Annual Turnover: Average annual financial turnover of Construction Agency should not be less than 50 % of estimated cost during the immediate last 3 consecutive financial year. This should be duly certified by Chartered Accountant along with audited Balance Sheets and P & L account.

4. Definition of Similar Works :

The definition of similar works shall be as under:

Special Repair of Hospital*(minimum 330 bedded) with or without residential staff quarters.

AND / OR

Extension/Renovation of existing Hospital *(minimum 330 bedded) with or without residential staff quarters.

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

5. Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has :
 - (a) Made misleading or false representation or deliberately suppressed the information in the forms statements and enclosures required in the eligibility criteria document.
 - (b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

6. Documents to be furnished for evaluation of bids :

- i) Attested copies of G.O. /Orders issued by the Central/State Govt. for establishment of the PSU authorizing for carrying out civil, electrical & building works with applicable jurisdiction.

- ii) Copies of certificates in respect of execution / completion of similar works to establish eligibility as mentioned para 3 (i) of this section.
- iii) Certificate from Chartered Accountant mentioning financial turnover of last 3 (three) years i.e 2018-19, 2019-20 & 2020-21 to establish eligibility as mentioned para 3 (ii) of this section. ESIC reserves the right to seek further details beyond date of opening of bid pertaining to qualifying criteria.
- iv) Details in form of the chart mentioning the strength of the organizational setup in the respective state where the SR works to be undertaken.
- v) Undertaking to submit the Performance Guarantee as stipulated in the bid in the form of Bank Guarantee and to sign an MoU as per the Annexure-IV.
- vi) Certificate of Registration for ESI & EPF /Undertaking regarding abide of necessary compliances of ESI and EPF.
- vii) Certificate of Registration for Goods and Service Tax (GST), PAN Card.
- viii) Balance Sheet and Profit and Loss Statement/ Financial Statement of Account for Financial Year 2018-19, 2019-20 & 2020-21 along with CA Certificate with seal and registration indicating financial turnover of bidder during above period.
- ix) All the above documents and relevant documents duly signed and stamped of Authorized Representative of Construction Agency.

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 Second Party.

[SECTION – 5]

**FINANCIAL
PROPOSAL**

FINANCIAL PROPOSAL

NAME OF WORK: Special Repair Work (Civil & Electrical) (as and when required) on deposit basis at ESIC Medical College & Hospital, Bihta, Patna, Bihar.

Budgetary amount for the year: Rs. 5.5 Cr. only (in Words rupees Five Crore Fifty lakhs only)

NAME OF CONSTRUCTION AGENCY:

S.No.	Description	Centage Charges * (in figures & words)
1.	CENTAGE CHARGES ** for execution, supervision of Special Repair Work (Civil & Electrical) (as and when required) on deposit basis at ESIC Medical College & Hospital, Bihta, Patna, Bihar. AS PER SCOPE OF WORK AND TERMS AND CONDITIONS OF THE BID & STANDARD CONTRACT AGREEMENT.	_____ % ****

Seal of the Organization

Signature of the Authorized Signatory ****

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

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

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

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

[SECTION – 6]

ANNEXURE (I-V)

ACCEPTANCE OF BID CONDITION

(On the Letter Head of the Organization)

To,

The Dean,
ESI Corporation,
ESIC Medical College & Hospital,
Bihta, Patna-801103

SUB: Special Repair Work (Civil & Electrical) (as and when required) on deposit basis at ESIC Medical College & Hospital, Bihta, Patna, Bihar.

REF : Bidding Document No. _____

Sir,

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

Yours faithfully,

(Signature of the Authorized Representative)

With Rubber Stamp

Dated : _____

Place : _____

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

UNDERTAKING

(On the Letter Head of the Organization)

To

The Dean,
ESI Corporation,
ESIC Medical College & Hospital,
Bihta, Patna-801103

SUB: Special Repair Work (Civil & Electrical) (as and when required) on deposit basis at ESIC Medical College & Hospital, Bihta, Patna, Bihar.

REF: Bidding Document No. _____.

Sir,

We undertake that –

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

Or

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

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

(Signature of the Authorized Representative)

With Rubber Stamp

Dated : _____

Place : _____

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

Brief Description & Scope of Work (For illustration only)

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

Scope of Works:

Special Repair Work (CIVIL & ELECTRICAL) (as and when required) on deposited basis in the ESI establishment ESIC Medical College & Hospital, Bihta, Patna.

Mode of Work:

1. ESIC Medical College & Hospital, Bihta will provide work order for the execution of SR work as and when required, accordingly the construction agency has to submit detail estimate along with BOQ with complete technical specifications and drawings (if required) in support for further technical vetting & necessary approvals.

Civil Works (Tentative Scope):

1. Special repair of building for smooth functioning of Hospital/ Staff Quarter Colonies.
2. All type of Painting of external/internal walls, Repairs to external/internal plaster, repair to floor/dado tiles etc.
3. Repair of roof leakages and leakage/ seepage control in toilets and water supply/Sanitary installation fixtures as required.
4. Compound wall repair work.
5. Repair and replacement of joinery works.
6. All type of steel fabrication works and mosquito mesh as required in staff quarters.
7. Repair/replacement to water supply and sewer lines system including repair work to STP, ETP etc.
8. All type of Plumbing, Sanitary Work, Carpentry work, etc.
9. Repair to aluminum partitions and fall ceilings etc.
10. Water proofing works i.e. treatment of roof etc.
11. All type of RCC works, PCC works, Steel works, strengthening of structures etc.as per site necessity.
12. All type of Masonry works.
13. All type of Demolition/dismantling every type of building structures.
14. All type of renovation/up-gradation to building structure and services.

Electrical Works (Tentative Scope):

1. Special repair of Complete External & Internal Electrical installation, Substation HT/LT Panels, DG sets, Water supply pumps sets, Dewatering Pumps sets & complete MEPs services installed such as, Air Conditioning, HVAC system, AHUs, Pumps set. , D.G. Sets, Fire Alarm Detection system, Fire Fighting systems, CCTVs, Lifts Operation, MGPL system, Transformer, LT/HT Electrical Panels, STP/WTP & ETP, RO Plants etc. other Services installed associated with Hospital Building services and residential Staff Quarters buildings for all sites.

2. Special Repair/up-gradation of Substation, D.G. Sets, Transformers and associate HT/LT Switchgears or any other system etc. as per standard practices, CPWD specification, BIS standard rules and regulation of IE as amended.
3. Special Repair/up-gradation of any HT/LT Cable fault, MEPs services such as, Air Conditioning, HVAC system, AHUs, Pumps set. , D.G. Sets, Fire Alarm Detection system, Fire Fighting systems, CCTVs, Lifts Operation, MGPL system, Transformer, LT/HT Electrical Panels, STP/WTP & ETP, RO Plants etc.
4. Electrical Strengthening/up-gradation/augmentation, special type work required if any as per site condition.
5. The Agency will furnish the information about the name & contact Nos etc. of special repair 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.
6. The Agencies staff will co-operate and co-ordinate with hospital authorities & staffs to give their best services for the medical services in Hospital. Whenever, found necessary, agency will replace existing staff of appoint new/ additional staff if required.
7. The agency shall arrange to repair the system /installation expeditiously without causing any inconvenience to the functioning of the hospital, 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 Hospital Authority /Engineer concerned to carry out the repairs, which shall be completed within shortest period.
8. The Agency shall have to carry out the work of special repairs and replacement of parts in good workmanship manner as per standard practice & Rules & Regulations enforce.
9. Electrical Equipments/Installations after their useful life as given in CPWD Maintenance manual Annexure-

Sd/-

Dean
Employees' State Insurance Corporation,
Medical College & Hospital,
Bihta, Patna-801103.

AGREEMENT

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

Whether the First party have desired to get Special Repair Work (Civil & Electrical) (as and when required) on deposit basis at ESIC Medical College & Hospital, Bihta, Patna, Bihar premises owned by the ESI Corporation in the State of Bihar done by the second party.

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

The first party agrees to entrust Special Repair Work (Civil & Electrical) (as and when required) on deposit basis at ESIC Medical College & Hospital, Bihta, Patna, Bihar premises as may be indicated from time to time to the second party and the second party agrees to execute the work of Special Repairs Work, required for the properties on the terms and conditions as set out here under:-

1. The SR Work shall be executed by Second party 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 Second Party will be allowed **Lumpsum Service Charges @ _____** based on lowest quoted in Financial Bid. Rates quoted shall be firm and fixed and are inclusive of cost of manpower, material, machinery, tools and plant etc., including all taxes, duties and levies, insurance of workers, etc.
3. The Second party shall prepare the detailed estimates in respect of required Special Repair work based on latest DSR rates (CPWD) for both Civil & Electrical works separately & for the NDSR items second party has to submit rate justification certificate. While preparing the estimate the agency has to strictly follow the NBC guidelines & 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.
4. The Second party shall be solely responsible for execution of the work qualitatively and quantitatively as per aforesaid specifications and as per detailed drawings/detailed estimate for Special Repair Works.
5. The Second Party shall also submit the final expenditure statement as per actual executed work in triplicate duly signed by the Project Manager and Account Officer to ESIC within one month of the date of completion along with refund of the unspent amount available with the Second Party for the work failing which the Second Party will attract the same compensation as described above provided the total compensation under all the clauses will

not exceed 10% of the sanctioned cost. The ESIC or any representative authorized by the ESIC may visit the work sites at any time to satisfy themselves that the works are being executed by the Second Party both qualitatively as per approved estimates. However, the responsibility of execution of works as per specifications and to maintain the prescribed quality shall rest with the Second Party. Second Party shall submit the progress reports of the work undertaken and completed and the work remaining pending on a monthly basis to the ESIC.

6. Second Party 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.
7. The fund for carrying out various types of Special Repairs works shall be released to Central / State Government Organizations / Public Sector Undertakings (PSU) by ESIC in the following manner:

Types of Works	Quantum / Mode of release of Fund
Special Repairs Works	<ul style="list-style-type: none"> ➤ 30 % of sanctioned estimate amount as initial deposit within 30 days of A/A & E/S. (SR) & ➤ Second instalment of 30% of sanctioned estimate amount based on expenditure statement & certificate regarding utilization of 80 % of earlier released fund by Buildings of Central / State Government Organizations / Public Sector Undertakings (PSU). ➤ Third instalment of remaining 30% of sanctioned estimate amount based on expenditure statement & certificate regarding utilization of 80 % of earlier released fund by Central / State Government Organizations / Public Sector Undertakings (PSU). ➤ 10% final instalment on production of project account expenditure statement for Closer of the project.

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

8. The payment shall be released by First Party to Second Party within 01 month after the submission of request/demand by Second Party.
9. At the conclusion of the Contract, Second Party shall submit a consolidated Audited expenditure statement and a certificate regarding utilization of funds sanctioned and released to them for Special Repair work duly signed by the Accounts Officer & Divisional Officer / Executive Engineer of concerned Second Party Division to the ESIC along with a user satisfactory certificate for completion of the works as per action plan and refund any unspent amount to ESIC for final settlement of accounts.
10. The funds released for works shall not be utilized by the Second Party for any other ESIC or non-ESIC work.

11. The second party or its authorised representative shall inspect the ongoing Special Repair work under its care and suggest means for proper and timely execution of the work. The First party will mention stipulated & reasonable time line for the completion of the particular SR work and the Second party is abide to complete the work in given time frame without fail.
12. The responsibility for making payment of all Taxes like GST, Cess, Levies, Work Contract Tax, Turnover Tax and Service Tax etc. shall rest with the Second Party. The ESIC shall, however reimburse to the Second Party the amount of GST only on furnishing of Original paid Voucher/ Challans of such payments to concerned Govt. Authorities. If subsequently any refund is received by the Second Party, the same shall be passed on to the ESIC. However, no Centage Charges shall be payable by ESIC to Second Party on this account.
13. In case any non-conformity with the prescribed specifications or any defect is detected within 12- Months of completion, the Second Party will be held responsible and will be liable to make good the deficiencies failing which the ESIC shall get the rectification done at the risk and cost of the Second Party.
14. Salvage value of the dismantled material, if any, shall be deposited in the ESIC account following due process as per CPWD norms/guidelines.
15. In case of the unsatisfactory performance of the second party during the financial year, notice will be served for termination of the Agreement / MoU shall be taken up as per the clauses of the agreement by forfeiting the Performance Guarantee and the new Agency will be fixed at the risk & cost of the second party.
16. The first party can withdraw the work from the second party at any time after giving three months' notice without assigning any reason thereof and if the second party wishes to discontinue the work of the Special Repair, the second party shall give three months' notice of their intention to discontinue the work. In such an event, the first party will not accept any liability on account of workers engaged/contractors by the second party and on any other account.
17. **TIME PERIOD OF CONTRACT:** The Special Repair work contract shall be for a period of 12 month or as mentioned in the letter of commencement and shall start from the date as mentioned there in and shall stand terminated after the expiry of one year unless it is mutually extended.
18. **EXTENSION OF TIME OF CONTRACT:** The Special Repair work contract may be extended on the written mutual consent of both First Party and Second Party for a further period of one year or part thereof on the same terms and conditions of this contract.

A. GENERAL:

1. The First Party will assign the following types of Special Repair works to SECOND PARTY for carrying out Special Repair of its existing infrastructure including entire MEPs services comprising of Hospital & Medical College & Staff Quarters.
2. During the assigning of works to Second Party, a comprehensive condition survey of the existing infrastructure i.e. Buildings, Services, Equipment's & Plants including ancillary structures existing inside the premises/complex shall be carried out by them to assess the special Repair work needs for each component of the infrastructure for restoring and sustaining the utility of the facilities.
3. Action plan for the entire contract period for the respective site/Hospital to be decided in consultation with User Department and ESIC Engineers.

4. After ascertaining the entire gamut of the Special repairs needs, Second Party shall prepare detailed estimates with Mile Stone Chart separately for each special repair work in the premises of ESIC Medical College & Hospital, Bihta, Patna. Works will be 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.
5. 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.
6. The SR work sites must be supervised/controlled by the Officer of the Second Party not below the rank of Project Manager/ Executive Engineer/Authorized signatory.
7. The payment shall be released by ESIC to Second Party within 01 month after the submission of request/demand by Second Party.
8. At the conclusion of the Contract, Second Party shall submit a consolidated Audited expenditure statement and a certificate regarding utilization of funds sanctioned and released to them duly signed by the Accounts Officer & Divisional Officer / Executive Engineer of concerned Second Party Division to the ESIC along with a user satisfactory certificate for completion of the works as per action plan and refund any unspent amount to ESIC for final settlement of accounts.
9. Second Party 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 Second Party to coordinate with ESIC and other local authorities for managing the works efficiently and effectively.
10. Second Party has to depute independent experienced Engineer team both Civil and Electrical as per nature of work to ESICMC&H, Bihta as well as Office Establishments as per CPWD norms and it will be covered in the centage charges of the Second Party.
11. The Second Party shall compensate ESIC for any losses incurred by theft, illegal or fraudulent activities of the manpower deployed directly or through his contractor.
12. Second Party shall be registering them as Principal Employer for complying with various Labour Laws and other applicable statutory laws and Safety precautions. Any liability accruing on account of noncompliance of Labour laws and other statutory compliance related to work shall be borne by Second Party.
13. Second Party will apprise ESIC about the status of various Special Repair works periodically during joint Progress Review Meetings wherein both physical and financial progress would be discussed besides resolution of pending issues, if any. Progress Review Meetings, shall be held between Second Party and ESIC preferably for reviewing the progress of ongoing Special Repairs works based on mutually agreed Milestones/timelines and also for resolving coordination issues, including fixing priority in carrying out

some segments of works/items, buildings, facilities and services for smooth functioning of ESIC Establishment for intended purpose.

14. Second Party 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.

B. MUTUAL OBLIGATIONS

SECOND PARTY SHALL BE RESPONSIBLE FOR : Carrying out Special Repairs Works of Buildings and Services including Equipment's & Plants rendering specialized services with due diligence and within agreed timelines and cost.

1. Submitting Estimates for various types of Special Repair works on time to ESIC for accord of A/A & E/S so that works are taken up on the ground as per schedule.
2. Intimating physical and financial Progress and up to date expenditure incurred along with Certificate of Utilization of Fund against Fund earlier released by ESIC.
3. 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.
4. 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 Second Party regarding Utilization of Fund, copies of detailed sanctioned Estimates/ Technical Sanctions, Award of Works, Running Bills etc., the same shall be provided by Second Party readily to ESIC.
5. Ensuring that its Contractors implement required Health, Safety & Environmental (HSE) practices at the Construction Sites and they also comply with all statutory obligations related to workmen deployed at the Site like compliance of Labour laws, minimum wages as per CLC, ESI, EPF & Bonus etc. Second Party will act as Principal Employer in respect of all Statutory Obligations related to workmen deployed at the site in execution of the work.
6. 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.
7. Managing the works effectively and efficiently to ensure its timely completion with due diligence as per direction of ESIC Authorities in terms and conditions of MOUs including taking all require pro-active measures to contain Time and Cost Overruns by providing stringent and elaborate enforceable Clauses to this effect in the Contract documents of its Contractors for achieving the objective of completing the works with due diligence and within the approved cost and scheduled time.
8. Providing Progress Reports to ESIC, for SR works for reviewing of the progress periodically vis – a – vis approved time schedule and taking all necessary remedial actions, after taking into account of observations made by ESIC in respect of quality and progress of the work during periodic progress review meeting.

9. 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 Second Party.
10. 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.
11. Monitoring of SR Works from start to completion effectively & efficiently.
12. Observing due diligence and adopting all possible pre-emptive measures at various stages of project execution so as to avoid arbitration / litigation and other hindrances for completing the work within optimum cost and time in hassle free environment.
13. 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 Second Party and forwarding the same along with a comprehensive report on the circumstance leading to the Arbitration/Court cases and the reasons and justifications as to why an appeal against such award/decree was not considered necessary, briefing out interalia, details of the award and clear-cut recommendations. The decision of the competent authority in Second Party to accept the award or challenge the same in a Court of Law will be binding on the ESIC.
14. If there is delay of more than one week of the original time limit, in the completion of the work, the Second Party shall be liable to pay an amount of 2.5% of the total cost of the work for every week of delay or part thereof as liquidated damages to the First Party subject to a maximum of 10% of the sanction cost of the project. The liquidated damages recovered from the contractors for delay, if any, shall be credited to ESIC in the project accounts. As further agreed by Second Party, more stringent Terms & Conditions over and above usual stipulated provisions in CPWD standard contract document, shall be inserted as additional / special conditions in the contract document with contractors so as to complete the ESIC SR works without time & cost overruns. If at any time, it appears to ESIC that the actual progress of the work does not conform to the approved programme/ Mile Stone Chart referred above and intimated to Second Party by ESIC, detailed reasons and justifications for such delays shall have to be provided by Second Party, which shall be examined by ESIC for re-scheduling the Timeline, if any.
15. The scope of work under this contract can be increased/decreased accordingly on same terms and condition (at the time of extension, if any) with rates will be applicable in contract. No escalation charges will be paid to the Construction Second Party/Contractor for any Extension of Time

FIRST PARTY SHALL BE RESPONSIBLE FOR:

1. Approving Scope, Estimates, Timelines and other proposals submitted by Second Party.
2. Releasing Fund to Second Party based on their request and in terms of the MoU.
3. Providing required assistance to Second Party 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.

4. Space to be provided to agency by ESIC for setting up of Office as per approval of competent authority of ESIC till maturity / completion of work.
5. Providing security clearance for Second Party staff / contractors and their workers for working at site in case these are required.
6. Permitting free access to Second Party appointed Contractors' Materials and Workmen to the site of work and also helping Second Party in taking connections for electricity and water required for carrying out works inside the premises/complex. Electricity and Water Charges will be borne by Second Party.

19. REDRESSAL OF DISPUTES:

Any dispute and differences relating to the meaning of the specifications designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of work or after the completion or abandonment thereof in respect of which, both the parties shall use their best efforts to settle amicably all disputes arising out of or in connection this contract or the interpretation thereof :- Amicable settlement has not been reached. The dispute shall be referred to the sole decision of the Chief Engineer, ESIC whose decision shall be binding on both the parties. In case of dispute still persisting, the matter will be referred for settlement as per Govt. India Guidelines issued vide O.M. No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018 (as updated or latest amended) on administrative mechanism for resolution of CPSE disputes, through, DG, ESIC.

20. AMENDMENT:

1. No amendment in Terms & Conditions of this MoU shall be valid and effective unless it is in writing and duly signed by authorized representatives of Dean, ESICMC&H, Bihta, Patna and CMD/MD of Second Party. Each party shall give due consideration to any proposal for amendment / modification made by other party with proper reasoning thereof.
2. Provisions made in respect of deposit works in CPWD Works Manual shall stand modified to the extent of the stipulations made in this MoU for execution of Special Repair works of ESIC infrastructure by Second Party across the country.

21. TERMINATION

- (i) This MoU can be terminated by either of the parties by giving 03 months prior notice along with reasons for breach of obligation and any other grounds for consideration of other party.
- (ii) Payment on Termination In the event of termination of the contract, ESIC shall be at liberty to get balance work done at the risk and cost of the Second Party and due payment of the contractor, if any, shall be released after the completion of whole of the works after due adjustment.

22. The Second party will set up a separate wing in their organization having both civil as well as Electrical units under one single authority to exclusively look after the Special Repair work of ESICMC&H, Bihta. The officer In-Charge of this wing will be responsible for ensuring effective and proper Special Repair works both Civil as well as Electrical Works. The estimates will also be submitted in respect of both Civil as well as Electrical works

simultaneously Page 22 indicating the items required to be executed under the two heads namely Electrical and Civil separately.

23. The first party shall release initial deposit @ 30 % of the estimated amount required for Special Repairs to the second party after sanctioning of the estimate. The remaining amount of the estimate will be released only after receipt of the Expenditure Statements of the previous sanctions duly signed by the Accounts Officer and the Officer In-Charge of the Special Repair wing, created by the second party for this work, accompanied by a certificate from the Occupier/Custodian of the property certifying satisfactory completion of the works done by the second party.
24. The expenditure incurred by the second party on account of the fee payable for Mandatory inspection of installation by the Civil Agencies and the Taxes levied by the Local Bodies will be outside the estimates for Special Repair and separate Bill shall be submitted for the same.
25. At the commencement of the year, the second party or its representative, along with the Custodian, will inspect the property, identify the Special Work needed and accord priority to the various items of works to be attended to during the year and completed and the second party, as far as practicable shall strictly adhere to the priorities so fixed by the Occupier/DEAN, ESICMC&H, Bihta or its representative.
26. GST/Labour Cess etc. if it becomes applicable on Centage/Departmental Charges subsequent to date of signing of agreement in case of the categorization / change in rates of SR work as a “Service” by Central / State Govt. shall be first paid by the construction Agency which shall then be reimbursed/paid as per actual without any Departmental Charges.

For and on behalf of PSU

Signature

Name

Designation

Witness 1

Signature

Name

Designation

Date:

Place:

For and on behalf of ESIC

Signature

Name

Designation

Witness 2

Signature

Name

Designation

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

To,
The Dean,
ESI Corporation,
ESIC Medical College & Hospital,
Bihta, Patna-801103.

Subject: Special Repair Work (Civil & Electrical) (as and when required) on deposit basis at ESIC Medical College & Hospital, Bihta, Patna, Bihar.

Sir,

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

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

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

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

(Signature of the Bidder)

Name and Address of the Bidder.

(INTEGRITY PACT DOCUMENT)

(To be executed on plain paper and signed by the bidders as 2nd part before uploading as bid document. ESIC as 1st part will sign this IP at later stage after opening of bids)

PRE-CONTRACT INTEGRITY PACT

General

1. This pre bid-contract Agreement (hereinafter called the Integrity Pact) is made onthe day of the month ofyear Between on one hand of Employees State Insurance Corporation (ESIC) under the administrative control of Ministry of Labour and Employment, Government of India acting through (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the First Part and M/s _____, represented by, _____ Chief Executive Officer (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the Second Part. WHEREAS the BUYER proposes to procureservices (Name of Items to be procured) and the Bidder/Seller is willing to offer/has offered the stores/services.

2. Whereas the Bidder is a private company/ public company/ partnership/ proprietorship constituted in accordance with the relevant law in the matter and the Buyer is a _____ performing its functions on behalf of _____ of India.

Objectives

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre - contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

3.1 Enabling the Buyer to obtain the desired said stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

3.2 Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

Commitments of the Buyer

4. The Buyer Commits itself to the following:-

4.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

4.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

4.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be

debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Government.

6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. Previous Transgression

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8. Performance Security Deposit

8.1. Every bidder, while submitting commercial bid, shall deposit an amount* as specified in the Tender Document as Performance Security Deposit, with the buyer through any of the following instruments:-

Bank Draft in favour of the **“ESIC Fund A/C No.- 1” Payable at Bihta.**

8.2. Security Deposit shall be valid till the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later.

8.3 In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

8.4 The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

8.5 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

9. Company Code of Conduct

9.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

10. Sanctions for Violation

10.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder.

However, the proceedings with the other Bidder(s) would continue.

(ii) The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

(iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.

(vi) To cancel all or any other Contracts with the Bidder.

(vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.

(viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

(ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been

deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

10.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

11. Fall Clause

The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of then Government of India at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

12. Examination of Books of Accounts

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

13. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. **Patna (Bihar)** or as decided by the BUYER.

14. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

15. Validity

15.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

15.2 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.

16. Both the parties signing this integrity pact shall be abided by the provisions of this pact and will follow the guidelines of independent external monitors or any other monitoring committee nominated by the competent authority for the purpose at any stage.

17. The Parties hereby sign this Integrity Pact at _____ on _____.

ESIC Medical College & Hospital, Bihta, Patna (1st Party)

BIDDER (2nd Party)

Witness

Witness

1. _____
2. _____

1. _____
2. _____

[SECTION – 7]

**BID-SECURITY/EMD
DECLARATION FORM**

BID-SECURITY/EMD DECLARATION FORM

Bid No: _____

Date: _____

To,

**The Dean,
ESI Corporation,
ESIC Medical College & Hospital,
Bihta, Patna-801103.**

Sir,

I/We, the undersigned, declare that:

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

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

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

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

Signed:

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

Name:

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

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

Corporate Seal (where appropriate)

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

[SECTION – 8]

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

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

1. We (hereinafter referred as to "The Bank" hereby) (indicate the name of the bank) Undertake to pay to the Employees' State Insurance Corporation an amount not exceeding Rs. (Rs. only IN WORDS) on demand by the Employees' State Insurance Corporation.

2. We do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Employees' State Insurance Corporation stating that the amount claimed is required to meet the recoveries due or likely to be due from the Second Party. Any such demand made on the Bank shall be conclusive as regards the amount due and the payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.(Rs. only IN WORDS)

3. We, the said bank further undertakes to pay to the Employees' State Insurance Corporation any money that is demanded notwithstanding any dispute or disputes raised by the Second Party in any suit or proceeding pending before any court or Tribunal relating thereto, a liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of a liability for payment there under and the Second Party shall have no claim against us making such payment.

4. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would take for the performance of the said agreement and that it shall continue to enforceable till all the dues of the Employees' State Insurance Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or Engineer-in-charge on behalf of the Employees' State Insurance Corporation certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Second Party and accordingly discharges this guarantee.

5. We(indicate the name of Bank) further agree with the Employees' State Insurance Corporation that, the Employees' State Insurance Corporation shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employees' State Insurance Corporation against the said Second Party and to bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Employees' State Insurance Corporation or any indulgence by the Employees' State Insurance Corporation to the said contracts or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank of the contractor.

7. 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)

Signature Not Verified

Digitally signed by PRATIK CHAUBEY
Date: 2022.04.28 18:32:37 IST
Location: eProcure-EPROC

