



कर्मचारी राज्य बीमा निगम आदर्श अस्पताल
सैक्टर 9ए गुरुग्राम, हरियाणा 122001
ESIC Model Hospital, Sector 9A
Gurgaon, Haryana 122001
ms-gurgaon.hr@esic.nic.in

Phone 0124-2252001 Fax 0124-2255133
दूरभाष 0124-2252001 फॅक्स 0124-2255133



F. No: -13(2) D/27/23/2019/Genl.- Ambulance Tender

Date:- 29/04/2019

E-Tender Notice/ई-निविदा सूचना

Medical Superintendent ESIC Model Hospital, Gurugram invites E-Tender from reputed agencies under two bid System for:-

Online Bid is to be submitted through <https://eprocure.gov.in/eprocure/app> .

S. No.	Type of Vehicle	Estimated Cost	Earnest Money Deposit (EMD)	Performance Security Money	Period of Contract	Date and Time Submission of tender
1.	Basic Life support Ambulance	35,00,000/- (Thirty Five Lac Only)	70,000/- (Seventy Thousand Only)	3,50,000/- (Three Lac Fifty Thousand Only)	Initially For One Year Which may extended to another one year on same terms & Conditions	Date 23/05/2019 Up to 02.00 PM
2.	Hearse Van (On Call Basis)					
3	Advanced Life Support System Ambulance (On Call Basis)					
4	Staff Car					
5	Jan Suraksha Van (On Call Basis)					

The tender document can be downloaded from the website www.esic.nic.in and <https://eprocure.gov.in/eprocure/app> and <https://esichospitals.gov.in> . Tender Document Fee is 590/- .

(Dr. Shubhra Gupta)
Medical Superintendent
Employee's State Insurance Corporation Hospital, Gurugram-122001



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Important Instructions for Bidders regarding E-Submission of Bid

Bidders/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderers for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app> . Bid documents may be scanned with 200 dpi with black and white option to keep in check the legibility and the size of the scanned document.



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NOTICE INVITING

ANNEXURE- A

Sealed tenders under two bid systems are invited from the eligible contractors for providing ambulance vehicles and other vehicles listed under scope of work in the bid document. The details of which are as follows:-

S. No	Descriptions	Details
1.	Name of Work	Providing vehicles including Two BLS Ambulances, One Staff Car on contract basis and one Hearse Van , one Jan Suraksha Van and ALS ambulance on call basis
2.	Estimated Cost	Rs -35,00,000/- (Thirty Five Lac Only)
3.	Period of Contract	Initially For One Year Which may extend to another one year on same terms & Conditions on satisfactory report.
4.	EMD	Rs- 70,000 / - (Seventy Thousand Only) to be deposited along with tender, through Demand Draft favouring ESI Fund Account No-2, payable at Gurugram. Bids received without EMD will not be considered and summarily rejected.
5	Date and time of submission EMD & Tender Document Fee	Up to 02:00 pm 23/05/2019 in the tender box kept in Medical Superintendent Office, ESIC Model Hospital, Gurugram (Haryana)
7.	Date and time of opening of tender	The tenders shall be opened in the presence of the tenderes who choose to be present on 24/05/2019 at 2:30 PM in conference room ESIC Model Hospital, Gurugram. In case, 24/05/2019 is declared a public holiday, tenders shall be received & opened as per above schedule on next working day.

8.	Tender Document	<p>Tender Document Fee is Rs. 500 +18% GST = 590/- and it is to paid by Demand Draft in favour of “ESI Fund A/C. No – 2”, Payable at Gurugram.</p> <p>The tender document can be downloaded from the website www.esic.nic.in and https://eprocure.gov.in/eprocure/app and https://esichospitals.gov.in</p>
9.	Minimum Eligibility Criteria	<p>This invitation for bids is open to-</p> <p>(a) Tender Document Fee Rs. 590/- and EMD in the form of Bank Draft for Rs. 70,000 /-</p> <p>(b) Scanned Copy of PAN Card,</p> <p>(c) Scanned Copy of Tender Document should be signed stamped and serial numbered on all pages.</p> <p>(d) Scanned Copy of Certificate of Incorporation/ Registration Certificate of Firm / Memorandum and Articles of Association/Partnership Deed/ Declaration of Proprietorship etc.</p> <p>(e) Scanned Copy of Income Tax Return for last three Financial Years, ended on 31/03/18.</p> <p>(f) Scanned Copy of Balance Sheet for last three Financial Years, ended on 31/03/18.</p> <p>(g) Scanned Copy of Profit & Loss Account for last three Financial Years, ended on 31/03/18.</p> <p>(h) Scanned Copy of GST Certificate,</p> <p>(i) Scanned Copy of Filled Format I to VIII,</p> <p>(j) Scanned Copy of Integrity Pact certificate (Format- X)</p> <p>(k) Scanned Copy of Experience certificate of similar work / Agreement / Work Order during last seven years, of prescribed value.</p> <p>(l) Scanned Copy of ESI Certificate.</p> <p>(m) Scanned Copy of EPF Certificate.</p> <p>(n) Scanned Copy of Valid Trade Licence</p> <p>(o) Scanned Copy of Annual Turn Over Certificate which is signed by Chartered Accountant for last three financial years, ended on 31/03/18.</p> <p>(p) Scanned Copy of Undertaking as an affidavit on Rs. 100 stamp paper the Firm was never blacklisted by any of the ESIC Institution / Office anywhere in India,</p> <p>(q) Scanned Copy of Registration Certificate of BLS Ambulance (2 in no.) , Staff Car , ALS ambulance, Hearse Van & Jan Suraksha Van</p> <p>(r) Scanned Copy of Pollution under control Certificate of BLS Ambulance (2 in no.) , Staff Car , ALS ambulance, Hearse Van & Jan Suraksha Van under Pollution Control Act</p> <p>(s) Scanned Copy of insurance of BLS Ambulance (2 in no.) , Staff Car , ALS ambulance, Hearse Van & Jan Suraksha Van Vehicles</p> <p>(t) Scanned Copy of Others Documents (if any)</p>
10.	Technical Eligibility criteria	<p>(i) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following.</p> <p>(a) Three similar works/services (Providing Vehicles on Contract Basis) costing not less than the amount equal to 40% of the estimated cost.</p>

		<p style="text-align: center;">Or</p> <p>(b) Two similar completed works/services (Providing Vehicles on Contract Basis) costing not less than the amount equal to 50% of the estimated cost.</p> <p style="text-align: center;">Or</p> <p>(c) One similar completed works/services (Providing Vehicles on Contract Basis) costing not less than the amount equal to 80% of the estimated cost.</p> <p>(ii) (a) The tenderers must have experience of Providing Vehicles on Contract Basis at a 50 or more bedded hospitals in works of similar nature,</p> <p style="text-align: center;">OR</p> <p>(b) The tenderer must have of at least 01 year experience Providing Vehicles on Contract Basis in Government organizations.</p>
11.	General Instructions	<p>The tenderers should submit the documents according to Format- V, online for technical bid .It must be legible and signed and stamped. Overwriting must be avoided but if any must be attested by authorized signatory otherwise the bid is likely to be rejected.</p> <p>Agencies / Firms already debarred/ blacklisted by any of the ESIC Institution / Office anywhere in India need not apply & will be summarily rejected during the black listed / debarred period. Agency shall provide an Affidavit in this regard with technical bid.</p>
12.	Bid Validity	<p>The prices quoted shall remain valid for 90 days from the date of opening of the Bid and in respect of accepted bid the prices quoted shall remain valid for entire contract period.</p>
13.	Performance Security Money	<p>The bidder shall furnish performance security to the Employer for an amount equal to Rs. 3, 50,000/- shall be made by Demand Draft in favour of “ESI Fund A/C. No – 2”, Payable at Gurugram.</p> <p>The performance security can be encashed by the Employer to recover any amount which is payable by the contractor to the Employer on any account for a cause arising out of the contract.</p>

(Dr. Shubhra Gupta)
Medical Superintendent
Employees’ State Insurance Corporation Hospital, Gurugram-122001

Scope of Work

Part -I Scope of Work

A Basic Life Support Ambulance

1. The Tenderer shall provide **two Maruti EECO (AC) or any other vehicle of similar size** (BLS) Ambulances of make not prior to 2016, round the clock without any disruption.
2. The Ambulances should be in excellent condition equipped with oxygen cylinder and oxygen facility, patient couch/ foldable stretcher, seating capacity of at least two person.
3. The Ambulances are required for transportation of patients along with attendants from ESIC Model Hospital, Gurugram to tie up Hospitals. The Ambulances may also be used for purpose not expressly specified in the Tender document.
4. In case the Ambulance breaks down en-route, the contractor shall immediately arrange alternate Ambulance for transportation of patients. Any failure to provide alternate Ambulance within a reasonable time shall be considered as failure to provide the services and/or breach of contract.
5. In case of non- availability of Ambulance for whatever reason, the ESIC Hospital would arrange on its own for shifting of patients and expenditure so incurred shall be recovered from the bill of the Tenderer.
6. The Tenderer shall provide a mobile phone to its drivers and the number would be intimated to the Casualty/Emergency Medical Officer on duty compulsorily.
7. The bidder shall maintain a logbook keeping records of the movement of vehicles and such records will be certified by the Emergency Medical Officer on duty or any other person Authorized by the Medical Superintendent. Logbook will be permanently surrendered to this office at the time of completion of contract or whenever required by this office.
8. These Ambulances will be stationed at ESIC Hospital Gurugram round the clock.

B Staff car

1. The Tenderer shall provide One Staff Car Maruti Suzuki Dezire, or similar sized Vehicle made not prior to 2017, with A.C, **commercial** license and all usual amenities and accessories. The interior of the car should contain proper upholstery regularly maintained inclusive of attachments like air freshener, cabin fan, curtains etc.
2. The bidder shall maintain a logbook keeping records of the movement of

vehicles and such records will be certified by the Officer or any other person authorized by the Medical Superintendent. The log book will be permanently surrendered to ESIC Hospital at the time of completion of contract or whenever required by the ESIC Hospital. Logbook will be permanently surrendered to this office at the time of completion of contract or whenever required by this office.

C Hearse on call basis.

1. Round the clock uninterrupted availability of one Registered Dead body carrying vehicle (registered with the authorities at Haryana, NCR or Delhi) with driver with license as "Ambulance/Hearse Van".
2. The tenderer shall provide Hearse van on demand within 30 minutes, round the clock (24X7) any failure to provide the vehicle within a reasonable time (30 minutes) shall be considered as failure to provide the services and / or breach of contract.
3. The firm will give undertaking that, vehicle will be made available **within 30 minutes** of requisition for the same, failing which this office will arrange the vehicle from the market under the "risk purchase" clause. The amount paid for hiring such vehicle will be recovered from the pending bill / performance security deposit of the approved vendor & necessary administrative action will also be initiated / recovered by this office including penalty.
4. There should be a foldable stretcher inside the vehicle at all times. There is seating space for two people to accompany the dead body
5. Safety and security of the dead bodies while in the hearse van from the collection point till the time the dead body is delivered will be ensured by the firm.
6. Security of the vehicle will be responsibility of the vendor.
7. Whenever this permission is granted, to transport the dead body Medical officer/ CMO on duty will inform all concerned (security officer, on duty staff), about the same and issue written permission in the form of a pass which will be checked by Security Guard before allowing vehicle to move out.
9. The driver, along with the vehicle, will report back to / inform the officer from whom permission has been taken within half an hour in case of refuelling so after stipulated time in case vehicle is taken out for repair and or maintenance. Logbook will be permanently surrendered to this office at the time of completion of contract or whenever required by this office.

D Jan Suraksha Van on call basis

1. The Van (**Eight Seater**) should be of vintage not prior to 2015, with A.C, commercial license and all usual amenities and accessories. The interior of the car should contain proper upholstery regularly maintained inclusive of attachments like air freshener, cabin fan, curtains etc.
2. The bidder shall maintain a logbook keeping records of the movement of vehicles and such records will be certified by the Officer or any other person authorized by the Medical Superintendent. The log book will be permanently surrendered to ESIC Hospital at the time of completion of contract or whenever required by the ESIC Hospital. Logbook will be permanently surrendered to this office at the time of completion of contract or whenever required by this office.

E. ALS ambulance on "on call basis"

1. The Tenderer shall provide ALS Ambulances (On Call basis).
2. The Ambulances should be in excellent condition equipped with oxygen cylinder and Advanced Life Support system as defined/ recommended by

Competent Authority. The ALS ambulance also has necessary Medical, Paramedical & Nursing Staff.

3. The Ambulance is required for transportation of patients along with attendants from ESIC Model Hospital, Gurugram to tie up Hospitals or any other hospital decided by CMO.
4. In case the Ambulance breaks down en-route, the contractor shall immediately arrange alternate ACLS Ambulance for transportation of patients. Any failure to provide alternate ACLS Ambulance within a reasonable time shall be considered as failure to provide the services and/or breach of contract.
5. In case of non- availability of ALS Ambulance for whatever reason, the ESIC Hospital would arrange on its own for shifting of patients and expenditure so incurred shall be recovered from the bill of the Tenderer.
6. The Tenderer shall provide a mobile phone to its drivers and the number would be intimated to the Casualty/Emergency Medical Officer on duty compulsorily.
7. The bidder shall maintain a logbook keeping records of the movement of vehicles and such records will be certified by the Emergency Medical Officer on duty or any other person Authorized by the Medical Superintendent.
8. The tenderer shall provide ALS ambulance (Advanced life support) system on demand/ call within 15 minutes, round the clock (24X7)) any failure to provide the vehicle within a reasonable time(15 minutes) shall be considered as failure to provide the services and / or breach of contract. Logbook will be permanently surrendered to this office at the time of completion of contract or whenever required by this office.
9. The tenderer will give an undertaking that vehicle will be made available within 15 minutes of requisition for the same failing which this office will arrange the vehicle from the market under the " Risk purchase" system. The amount paid for hiring such vehicle will be recovered from the pending bill/ performance security deposit of the approved vendor and necessary administrative action will also be administrative action will also be initiated / recovered by this office including penalty.

Annexure-C

SPECIAL TERMS & CONDITIONS

1. The vehicles offered should be in fit condition and it should have all the facilities/potentialities supposed to be available in a standard Ambulance.
2. Ambulance must be registered as Ambulance as per Registration certificate only.
3. Whenever the contractor fails to provide Basic Life Support Ambulance to the hospital then Hospital will impose a penalty of Rs. 2000/- per day and cost of hiring of other ambulance apart from taking other action may also be initiated.
4. If Basic Life Support Ambulance Air Conditioner (AC) not working any day then Rs- 500/- per day will be imposed or any other complaint such as misbehaviour of driver etc. are also charged Rs. 500/- per complaint.
5. If agency does not provide ALS Ambulance on time, without any necessary equipment, Doctors agency will be charged Rs.- 5000/- per visit fine and the agency will be held also responsible for any mishappening.
6. ESIC also reserves the right to take major action such as termination of the contract, no payment for any visit of any complaint is received and found correct against the service provider, forfeiture the Performance Security Money.
7. The Basic Life Support Ambulance should be of a make not prior to 2016.
8. The drivers engaged should have valid driving license and should be co-operative and amiable in nature.
9. The drivers provided should not have any history of criminal records , Alcoholism or Drug Addiction.
10. All staff provided by the agency must be Covered in ESI and EPF.
11. The Tenderer/ bidder would manage shifts of drivers in such a manner that service should be available 24 hours a day.
12. The driver(s) employed by the tenderer/bidder shall have proper and valid driving licences and physical fitness certificate for driving as required by law and shall have mental fitness and satisfy all

conditions as required by Transport Authority and should also have experience of driving four wheelers.

13. The drivers supplied should not be above 60 years of age.
14. The persons provided by the contractor shall be the employee of the contractor only and there shall be no Master and Servant or Employer and Employee relationship between the persons provided by the contractor and this Hospital and further the said persons of the contractor shall not claim any employment, engagement or absorption in this Hospital, in future.
15. The persons provided by the contractor shall not claim any benefit/compensation/absorption/regularization of service from/in this hospital under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act 1970. Undertakings from the persons to this effect shall be required to be submitted by the contractor to this hospital.
16. The Hospital shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Hospital does not recognize any employee employer relationship with any of the workers of the contractor.
17. The contractor has to indemnify the ESIC against all claims, damages or compensation under the provisions of Central Minimum wages Act, 1948 and other Labour laws in force from time to time and Payment of Wages Act, 1936; Employer's Liability Act, 1938; the Workman Compensation Act, 1923; Industrial Disputes Act, ; Maternity Benefit Act, 1961; Bonus Act; Contract Labour (R & A) Act 1970, or any modification thereof, Child Labour (Prohibition & Regulation) Act, 1986 Or any re-enactment or modification of the same and any other Social Security benefits including prescribed number of leave / holidays and prescribed hours of work Schedule to the personnel deployed and all Acts related to Social Security (ESI & EPF etc), GST wherever applicable & other Labour legislations, and such statutory orders from time to time. ESIC will not own any responsibility in this regard and the Contractor will be liable for any consequences resulting from violation of any such rule / provision.
18. The Tenderer should have the vehicle registered as commercial

vehicle at Haryana/Delhi with appropriate authority. The vehicle should have proper Registration Certificate, Road tax payment Certificate, Fitness, Insurance and shall be in running condition, without any trouble at all.

19. The vehicle offered should conform to the Emission norms laid down by Pollution Control Board and should possess the certificate "Pollution under Control" issued from the authorities concerned.
20. The vehicle should be kept ready for 24 hours a day, seven days a week without any kind of break and accordingly the Tenderer should arrange for replacement of vehicle in case of normal wear and tear/temporary out of service. Any expenditure towards wear and tear, repairing would be borne by the Tenderer/bidder.
21. The Contractor would be required to fulfil all Labour Laws applicable.
22. The vehicle offered should only run on fuel registered in the R/C, if during the currency of agreement, it is found that the vehicle is run on any other fuel, the agreement will be terminated & Security Deposit will be forfeited.
23. The condition of engine of vehicle should be good and adequate quantity of fuel should be provided by the Tenderer himself at his own cost.
24. The Vehicle offered should have seats in the patient's cabin for transporting more than one patient.
25. The legal liability arising out of Accident, if any, during the period of engagement would be borne by the Tenderer.
26. Any loss of property caused by the driver/vehicle would be recovered from the monthly bill of the Tenderer
27. Payment of wages and statutory obligations such as minimum wages etc., are to be mandatorily conformed by the Tenderer. Statutory

liability viz. ESI/EPF etc would be solely borne by the Tenderer and no extra payment would be made on these accounts.

28. The Tenderer should quote the vehicle details that they are going to provide in the tender document itself.
29. Before award of contract, both the Ambulances shall be inspected by a team of Officers, constituted by the Medical Superintendent and contract shall be inked, only after the committee submits a satisfactory report, regarding use of vehicle.
30. Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor the ESIC shall be entitled to recover of such sum by appropriating, in part or whole the security/earnest money deposited by the contractor, when the balance or the total sum is recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to recoverable under this or any other agreement with the contractor, should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the Hospital on demand the remaining balance due. In default, legal action shall be initiated
31. For any dispute regarding quality / service and rates the decision of the Medical Superintendent shall be final and binding on the Contractor.
32. The Security Deposit/ Bank guarantee will be forfeited if the bidder violates any of the conditions of contract.
33. The selected Service Provider shall be required to start the services in accordance with the time schedule specified in the work order issued by Medical Superintendent after acceptance of Tender. Extension will not be given except in exceptional circumstances. In case the services are not started on the stipulated date as indicated in the work order, Medical Superintendent reserves the right to cancel the work order and forfeit EMD and/or Security Deposit.

34. In case the Service Provider/contractor discontinues the contract before the expiry of the period of contract, his Security Deposit shall be forfeited.

35. The Medical Superintendent also reserves the right to terminate the contract in whole or in part by giving a written notice if the bidder fails to satisfy the conditions of this contract.

Read and Accepted

Signature of Tenderer with seal.

INSTRUCTION TO THE TENDERERS

1. Tender form shall be complete in all respect. Incomplete tender or tender without E.M.D shall be treated as invalid.
2. *Last date of submission of tenders is 23/05/2019 up to 02:00 P.M.*
3. *Date and time of opening of tender is 24/05/2019 at 02:30 P.M.*

4. Each and every page of the tender documents should bear the stamp and signature of the authorized representative/quoting firm. **Format I to IX** should invariably be filled and uploaded.

5. The rates for each and every item shall be quoted in Figure and words.
6. The envelope containing EMD shall be sealed and bear the name of work and the name and address of the bidder.
7. The Hospital can be visited on any working day during office hours by contacting Administrative Officer/ Care Taker/ General Branch in order to get an idea of the work.
8. *The Competent Authority of ESIC, reserves the right to accept or reject any tender or all tenders or part of tender without assigning any reason whatsoever.*
9. Conditional tenders are to be rejected. Delayed /late tenders will not be accepted.
10. The bid shall remain valid for acceptance for a period of ninety days (90) from the date of opening of tender.
11. These instructions shall form a part of the contract document.
12. The EMD of unsuccessful tenderers shall be refunded.
13. **Financial Bid:** The financial bid of the tenderers, who qualify in the technical bid, will be opened in the presence of only those successful tenderers, who choose to attend the opening of financial bid. Prior notice will be given to tenderers for this purpose.
14. **Award of Work:** - (i) The selection of the agency will be at the sole discretion of the Medical Superintendent, ESICMH, Gurugram, who reserves the right to accept or reject any or all the proposals without assigning any reason whatsoever.
(ii) Upon evaluation of offers the notification on award of contract will be intimated to the successful bidder.
15. Sealed, Signed Technical Bid documents & Separate Financial Bid shall be submitted online otherwise tender will not be evaluated. EMD and Tender Document Demand Draft shall be deposited in the Tender Box kept in Medical Superintendent office block on or before __/__/2019, 02.00 PM at following address:
O/O Medical Superintendent, ESICM Hospital Gurugram, Sector-09 A, Gurugram, (Haryana)
16. The contract with the agency which does not provide proof of payment of statutory dues will be terminated after giving one month's written notice.
17. Agency / Firm already debarred/ blacklisted by any of the ESIC Institution / Office anywhere in India need not apply & will be summarily rejected during the black listed / debarred period.
18. Agency will not employ any staff, transferred/ terminated earlier by any service providing agency on the basis of complaint by ESIC Institution/ Hospital/Office.

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS:

- (a) "The Employer" means the Employees' State Insurance Corporation Model Hospital, Gurugram (ESIC).
- (b) "The Bidder" means the individual, agency or firm who participates in this tender and submits its bid.
- (c) "The Supplier" means the individual, agency or firm supplying the goods under the contract.
- (d) "The Goods" means all the stores and/or materials, which the Supplier is required to supply to the Employer under the contract.
- (e) "The Work Order" means the order placed by the Employer on the Supplier signed by the Employer including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- (f) "The Contract Price" means the price payable to the Supplier under the work order for the full and proper performance of its contractual obligations.
- (g) "The Service" means provide vehicles on contract or call basis.

2. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The Employer, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Documents, indicating the work to be carried out, a brief description of the goods and quantity.

4. BID DOCUMENTS:

4.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- a. Notice Inviting Tender (as per Annexure A)
- b. Scope of Work (as per Annexure B)
- c. Special Terms & Conditions (as per Annexure C)
- d. Instructions to Tenderers (as per Annexure D-I, D-II)
- e. Details of Tenderers (Format I)
- f. DETAILS OF COMPLETED CONTRACT (Format II)
- g. Declaration Form (Format III)
- h. Undertaking (Format IV)
- i. Check list and order in which the documents are to be submitted for Bid (Format V)
- j. Details of Existing Contract (Format VI)
- k. LETTER OF AUTHORISATION FOR ATTENDING BID OPENING (Format VII)
- l. Certificate of Non-Participation of near Relatives in the tender (Format VIII)
- m. Integrity Pact- (Format-IX)
- n. Financial Bid (Part B)

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS:

5.1 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Employer in writing at the Employer's mailing address indicated in the Invitation for Bids. The Employer shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 7 days prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the Employer shall be sent to all the prospective tenderers who have received the bid documents.

5.2 Any clarification issued by ESIC Model Hospital, Gurugram in response to query raised by prospective tenderers shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document. A copy of such clarification may be enclosed along with bid document for ready reference.

6. AMENDMENT OF BID DOCUMENTS:

6.1 At any time, prior to the date of submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

6.2 The amendments shall be notified in writing or by Fax or by E-mail to all prospective tenderers on the address intimated at the time of purchase of bid document from the employer and these amendments will be binding on them.

6.3 In order to afford prospective tenderers reasonable time in which to take the amendments into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids suitably.

7. BID PRICES:

7.1 The bidder shall give the total composite price inclusive of GST. The offer shall be firm and in Indian Rupees. No foreign exchange will be made available by the employer.

7.2 Prices indicated on the Price Schedule shall be entered in the following manner:

- (i) The price of the services shall be quoted as total price for each individual item.
- (ii) The bidder shall quote only one price for each item.

7.3 The total price for each individual item shall be entered after multiplying the quantity with total unit price.

7.4 *The prices quoted shall remain valid for 90 days from the date of opening of the Bid and in respect of accepted bid the prices quoted shall remain valid for entire duration of contract.*

7.5 "DISCOUNT", if any, offered by the tenderers shall not be considered unless they are specifically indicated in the price schedule. Tenderers desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

8. DOCUMENTS ESTABLISHING CONFORMITY OF GOODS TO BID DOCUMENTS:

8.1 The documentary evidence of conformity with the Bid Documents may be in the form of literature and data and the bidder shall furnish a clause-by-clause compliance of Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specification and commercial conditions in the form of signing & stamping all the pages of the original bid document by the authorized person/persons. In case of deviations a statement of deviations and exceptions to the provision of the Technical Specifications and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance shall not be considered. The services offered must have ability to meet the technical specifications. Necessary document to substantiate this shall have to be submitted along with the offer by the supplier.

9. FORMATS AND SIGNING OF BID

9.1 The copy of the Bid shall be typed or printed and all the pages numbered consecutively and shall be signed and stamped by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be accompanied with written power-of-attorney. All pages of the original bid shall be signed and stamped by the person or persons authorized for signing the bid.

9.2 The bid shall contain no cutting, and overwriting except as necessary to correct minor errors made by the bidder in which case such corrections shall be signed by the person or persons authorized for signing the bid.

10. SUBMISSION OF BIDS

10.1 SEALING AND MARKING OF BIDS: The Bidder shall submit all documents including scanned copy of EMD & Tender Document Fee online as per tender checklist. Only EMD & Tender Document fee should be submitted in Hard Copy. Envelope of EMD Should bear the name of work is **“E- tender for providing vehicles including Two BLS Ambulances, One Staff Car on contract basis and Hearse Van Jan Suraksha Van and ALS Ambulance on call basis.”**

10.2 (a) the sealed envelope shall be addressed to the Employer at the following address:

To,

**The Medical Superintendent
ESIC Model Hospital, Gurugram
Sector- 09 A, Gurugram
(Haryana-122001)**

(b) EMD & Tender document fee envelope shall bear the Tender name, the tender number .

(c) The envelope shall indicate the name and address of the tenderers to enable the bid to be returned unopened in case it is declared 'late' or rejected.

11. LATE BIDS:

11.1 Any bid received by the Employer after the deadline for submission of bids prescribed by the Employer pursuant to, shall be rejected and returned unopened to the bidder.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

12.1 The bidder may modify or withdraw his as per CPPP portal guidelines.

12.2 No bid shall be modified subsequent to the deadline for submission of bids.

13. OPENING OF BIDS:

13.1 The employer shall open bids in the presence of tenderers or their authorized representatives, who chose to attend on opening date and time. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the representative before they are allowed to participate in bid opening.

13.2 A maximum of two representatives for any bidder shall be permitted to attend the bid opening.

13.3 The date fixed for opening of bids, if subsequently declared as holiday by the ESIC, the revised date and schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day, time and venue remaining unaltered.

14. CLARIFICATION OF BIDS:

14.1 To assist in the examination, evaluation and comparison of bids the Employer may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

15. TECHNICAL EVALUATION:

15.1 Employer shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

15.2 Prior to the detailed evaluation, the Employer will determine the substantial responsiveness of each bid to the Bid document. For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid Documents without material deviations. The Employer's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

16. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

16.1 The employer shall evaluate in detail and compare the bids previously determined to be substantially responsive bids.

16.2 Arithmetical errors shall be treated on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Employer. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Supplier does not accept the correction of the errors, his bid shall be rejected.

16.3 The evaluation and comparison of responsive bids shall be done on the basis of Part –B Financial Bid of the Tender Document.

16.4 The evaluation shall be done on L-1(lowest bid) vendor of total cost.

16.5 The Employer may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

17. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Employer reserves the right to accept or reject all or any bid, and to annul the bidding process at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or tenderers on the grounds of the Employer's action.

18. SIGNING OF CONTRACT:

18.1 The issue of firm work order and signing of agreement with Competent Authority of ESIC, and Signing of Contract Form shall constitute the award of contract to the bidder.

18.2 Consequent upon the successful bidder furnishing performance security, the Employer shall discharge his/her Bid security submitted along with tender document.

19. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the tender shall be cancelled and ESIC may call for new bids.

19.1 Employer reserves the right to disqualify the supplier for suitable periods who habitually fail to supply the goods in time. Further, the suppliers whose goods do not perform satisfactorily in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the employer.

19.2 Employer reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

19.3. The bidder should give a certificate to the effect that none of his/her near relative is working in the ESIC in Format- VIII prescribed in the tender document. The Bidder or its authorized signatory should furnish certificate stating that none of the near relative of proprietor OR any of the partners of partnership firm excluding Government of India/ Financial institution nominees and independent non-

Official part time directors, appointed by Govt. of India or the Governor of the state is working in the unit where the tender is being applied. Any breach of these conditions by the company or firm or any other person will cause the tender to be cancelled and Bid Security may be forfeited at any stage it is noticed and ESIC Model Hospital, Gurugram will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred from further participation in the concerned unit. The near relatives for this purpose are defined as:- (a) Members of a Hindu undivided family (HUF). (b) Husband and Wife.(c) If one is related to the other in the manner as Father, Mother, Son(s) & Son's wife (daughter- in-law), Daughter(s) and Daughter's husband (son-in-law), Brother(s) and Brother's wife, Sister(s) and Sister's husband (brother-in-law).

20. PLACEMENT OF ORDER

The Employer shall consider placement of orders for commercial supplies for those tenderers whose offers have been found technically, commercially and financially acceptable and whose goods have been approved/validated by the employer. The Employer reserves the right to accept counter offer price(s) against price(s) quoted by any bidder.

21. INTEGRITY PACT

Tenderers are required to sign Integrity Pact as per format in **Format- IX** of this tender document and has to abide by the conditions of this Integrity Pact and specific directions, if any, of the Committee to be nominated by the ESIC at a later stage. Tenderers will upload the Integrity Pact signed by them only as 2nd party and ESIC will sign the Integrity Pact as buyer & 1st party after opening the bids at a later stage.



DETAILS OF TENDERER

Name of Work: E- tender for providing vehicles including Two ambulances, One Staff Car on contract basis and Hearse Van Jan Suraksha Van and ALS ambulance on call basis.

1 NAME OF TENDERING COMPANY / FIRM / TENDERER:

2 NAME OF PARTNERS / DIRECTORS / PROPRIETOR:

3 FULL PARTICULARS OF OFFICE:

(a) Address:

(b) Telephone No.:

(c) Fax No.:

(d) E-Mail Address

4 FULL PARTICULARS OF THE BANKERS OF COMPANY / FIRM /.

(a) Name of the Bank:

(b) Address of the Bank:

(c) Telephone No.

(d) Fax No.:

(e) E-Mail Address:

5 REGISTRATION DETAILS:

(a) PAN / TIN No:

<input type="text"/>	<input type="text"/>
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(b) Goods & Service Tax Registration No.

(c) E.P.F. Registration No.

(d) E.S.I. Registration No.:

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6 DETAILS OF EARNEST MONEY DEPOSIT:

(a) Amount (Rs.):	
(b) D.D. No.	Date:
(c) Drawn on Bank:	
(d) Valid up to:	

The above format may be used to provide requisite details

Date:

Place:

Name:

Seal:

Signature of Tenderer



DETAILS OF COMPLETED CONTRACT

(Experience of completed during last three years preceding March- 2018 and ongoing works) Use separate sheet for each work.

1.	Work title and Location	
2.	Name of the Client and Address	
3.	Describe area of Participation (Specific Work done/Services rendered by the applicant)	
4.	Period of Work Done/Services rendered for the project	
5.	Total cost of work	
6.	Date of start of the work and the present status	
7.	Any other details	

NOTE:

Supporting documents like certificates from the clients in support of each of the above projects to be furnished.

Signature of Tenderer



क र बी नि
ESIC
कर्मचारी राज्य बीमा निगम
Employees' State Insurance Corporation

FORMAT –III

DECLARATION

1. I, Son / Daughter of Shri
.....Proprietor / Partner / Director /
Authorized Signatory ofam competent to sign this
declaration and execute this e- Tender document.
2. I have carefully read and understood all the terms and conditions of the e- Tender and hereby
convey my acceptance of the same.
3. The information / documents furnished along with the above application are true and authentic to
the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false
information / fabricated document would lead to rejection of my e- Tender at any stage besides
liabilities towards prosecution under appropriate law.

Signature of Authorized Person

Date:

Full Name:

Place:

Contractor's Seal:

**N.B.: the above declaration, duly signed and sealed by the authorized signatory of the company,
should be enclosed with Technical E- Tender.**

(TO BE TYPED ON A LETTER HEAD)
UNDERTAKING

To,

**The Medical Superintendent
ESIC Model Hospital Gurugram
Sector-09 A, Gurugram Haryana – 122001**

Subject: E- tender for providing vehicles including Two BLS Ambulances, One Staff Car on contract basis and Hearse Van Jan Suraksha Van and ALS ambulance on call basis.

Madam,

1. I/We hereby agree to abide by all terms and conditions laid down in e- Tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.
3. I/We shall abide by the provisions of Income Tax return/and other statutory provisions like Goods and Service Tax (GST), from time to time.
4. I/We do hereby undertake that of CAMC works of Fire System at ESIC Model Hospital, Gurugram shall be ensured by our Agency, as well as any other assignment considered by the Medical Superintendent, ESIC Model Hospital, Gurugram.
5. I/We do hereby undertake that our Agency / Firm is never debarred/ blacklisted by any of the ESIC Institution / Office anywhere in India.
6. I/We do hereby undertake that in case agency is unable to prove by documentary evidence compliance regarding ESI Act, EPF Act, Minimum Wage Act, Goods & Service Tax Act any other Act as applicable, the ESIC shall be at liberty to terminate the contract at any time.

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No.



CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE E- TENDER

Confirm the enclosure of all the below listed documents without which Tenderer shall not be eligible to participate in the e- Tender process.

S. No	Items	Confirm along with the page number
1	Tender Document Fee in form of Demand Draft – 590/-	
2	EMD in the form of Bank Draft for Rs. 70, 000/-	
3	Scanned Copy of Tender Document should be signed and stamped and serial numbered on all pages.	
4	Scanned Copy of PAN Card	
5	Scanned Copy of Certificate of Incorporation/ Registration Certificate of Firm / Memorandum and Articles of Association/Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc.	
6	Scanned Copy of Income Tax Return for last three Financial Years, ended on 31/03/2018.	
7	Scanned Copy of Balance Sheet for last three Financial Years, ended on 31/03/2018.	
8	Scanned Copy of Profit & Loss Account for last three Financial Years, ended on 31/03/2018.	
9	Scanned Copy of Annual Turn Over Certificate which is signed by Chartered Accountant for last three financial years, ended on 31/03/2018.	
10	Scanned Copy of GST registration certificate,	
11	Scanned Copy of Filled Format- I to VIII,	
12	Scanned Copy of Integrity Pact (Format- X),	
13	Scanned Copy of Documents in support of Completed/Running work experience during last Seven years of prescribed value,	
14	Scanned Copy of ESI Certificate	
15	Scanned Copy of EPF Certificate	
16	Scanned Copy of Undertaking that Firm was never debarred/blacklisted by any of the ESIC Institution / Office anywhere in India.	
17	Scanned Copy of Registration Certificate of BLS Ambulance (2	

	in no.) , Staff Car , ALS Ambulance, Hearse Van & Jan Suraksha Van	
18	Scanned Copy of Pollution Certificate of BLS Ambulance (2 in no.), Staff Car , ALS Ambulance, Hearse Van & Jan Suraksha Van	
19	Scanned Copy of Insurance Copy of BLS Ambulance (2 in no.), Staff Car , ALS ambulance, Hearse Van & Jan Suraksha Van	
20	Scanned Copy of Other Documents if Any	

Note: - Every document should be submitted in hard copy as well as online. Every page of bid shall be bear sign and stamp of the bidder.

Signature of Tenderer

Date:

Full Name:



क र बी नि
ESIC
कर्मचारी राज्य बीमा निगम
Employees' State Insurance Corporation

Format – VI

DETAILS OF THE EXISTING CONTRACTS:

Sr. No.	Name and Address of the Organization, Name, Designation and Contact Telephone / Fax No. of the Officer concerned	Details of regarding the Contract	Value of Contract (Rs.)	Period of Contract	
				From	To
				DD/MM/YYYY	DD/MM/YYYY
A					
B					
C					
	Additional information, If any				

The above format may be used to provide requisite details.

Signature of Tenderer

Date:
Place:

Name:
Seal:



कर बी नि
ESIC
कर्मचारी राज्य बीमा निगम
Employees' State Insurance Corporation

FORMAT – VII

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on or before time of bid opening)**

To

The Medical Superintendent
ESIC Hospital
Sector-9 A
Haryana-122001

Subject: Authorization for attending bid opening on _____ (date) in the **E- tender for providing vehicles including Two BLS Ambulances, One Staff Car on contract basis and Hearse Van Jan Suraksha Van and ALS ambulance on call basis.**

Following person(s) is/are hereby authorized to attend the bid opening for the tender mentioned above on behalf _____ (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signatures
I.		
II.		

Alternate Representative

Signature of Bidder Or

Officer authorized to sign the bid Documents on behalf of the Bidder

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In case where entry is restricted to one, first preference will be allowed. Alternate representative will be permitted only when regular representatives are not able to attend.
2. Entry shall be refused in case authorization as prescribed above is not received.

FORMAT – VIII

**(TO BE TYPED ON A LETTER HEAD OF THE AGENCY)
UNDERTAKING**

CERTIFICATE

Certificate of Non-Participation of near Relatives in the E- Tender

I _____, S/O _____, R/O _____
_____ hereby certify that none of my relative(s) is/are employed in ESIC as per details given in e- Tender document. In case at any stage, it is found that the information given by me is false/ incorrect, ESIC Model Hospital, Gurugram shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed _____

For and on behalf of the E- Tenderer

Name _____

Designation _____

Date _____

To,

**The Medical Superintendent
ESIC Model Hospital, Gurugram
Sector-09 A,**

FORMAT - IX

(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 procure(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 precontract 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 disfavour 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/authorised government sponsored export entity of the defence 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 precontract 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. Earnest Money/Security Deposit

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

Bank Draft in favour of the "ESIC Fund A/C No. 2" Payable at Gurugram.

8.2. The Earnest Money/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 dependant 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. Gurugram (Haryana) 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

_____ .

ESICMH GURUGRAM (1st Party)

BIDDER (2nd Party)

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Price BidNote:

- (1) Only Maruti EECO (AC) or any other vehicle similar size (BLS) Ambulances are acceptable.**
- (2) Rates quoted by the Tenderer, should be all inclusive and he shall bear all the expenditure to be incurred on Ambulances.**
- (3) Rates of Staff Car should not be more than Rs-36000/-**
- (4) Tenderer must quote rate for all vehicles otherwise bid will be considered incompletes and will be rejected.**
- (5) In case of ALS Ambulance and Hearse Van the onward journey will be measured from this Hospital to the site of delivery of service. The return journey will be treated as equivalent. Actual Origin of journey of the vehicle or the location of the garage to which it return shall not concern this Hospital.**

