



**Employees' State Insurance Corporation Model Hospital, Gurugram**  
(Ministry of Labour and Employment, Govt. of India)  
Sector-9 A, Gurugram  
Haryana- 122001  
Tel:0124-2252006/133  
E-mail- ID- ms-gurgaon.hr@esic.in

F.No.- 13(2)/D-21/11/2018-Engg. Sec. /Fire

Date: 12/07/2018

## **E- Tender Notice / ई. - निविदा सूचना**

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

1. Up-gradation of Fire Alarm & Fire Fighting Equipments System,
2. Comprehensive Annual Maintenance Contract of Refilling of Fire Extinguisher,
3. Day to Day Operation of Fire equipment services at ESIC Model Hospital, Gurugram for a period of one year.

Sl. No.	Name of Work	Estimated Cost in Rupees	Earnest Money Deposit	Performance Security Money	Period of Contract	Submission Date of E- Tender
1	Upgradation of Fire Alarm & Fire Fighting Equipment system at ESIC Model Hospital, Gurugram.	Rs. 57,50,000	Rs. 1, 40,000	Rs. 3, 50,000	Twelve Months (12)	31/07/2018 Up to 02: 00 pm
2	Comprehensive Annual Maintenance Contract and Refilling of Fire Extinguisher.	Rs. 1,50,000				
3	Day to Day Operation of Fire equipment services.	Rs. 11,00,000				
4	Total E- Tender Cost	Rs. 70,00,000 GST Extra				

The site of above said work will be, 126 Bedded ESIC Hospital, Gurugram.

SD/-

(Dr. SHUBHRA GUPTA)  
Medical Superintendent  
ESIC Model Hospital, Gurugram (Haryana)



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## **Important Instructions for Tenderers regarding Online Payment**

All tenderers/contractors are required to procure Class-IIIB Digital Signature Certificate (DSC) with Both DSC Components i.e. Signing & Encryption to participate in the E- Tenders.

Bidder should get registered at <https://esictenders.eproc.in>

Tenderers should add the sites mentioned below under Internet Explorer → Tools→ Internet Options→ Security→Trusted Sites→Sites of Internet Explorer:

<https://esictenders.eproc.in>

<https://www.tpsl-india.in>

<https://www4.ipg-online.com>

Also, Tenderers need to select “Use TLS 1.1 and Use TLS 1.2” under Internet Explorer→Tools→Internet Options→Advanced Tab→Security.

Bidder needs to submit Bid Processing Fee Charges of Rs. 2495 /- (non- refundable) in favour of M/s. C1 India Pvt. Ltd., payable at New Delhi via Online Payment Modes such as Debit Card, Credit Card or Net Banking for participating in the Tender.

Tenderers can contact our Helpdesk at <https://esictenders.eproc.in/html/Support.asp>



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**ANNEXURE-A**

**NOTICE INVITING E-TENDER**

E-Tenders under two bid systems are invited from the eligible contractors for providing services listed under scope of work in the bid document. The details of which are as follows:-

Sl. No	Description	Details
1	Name of work:-	<b>Upgradation of Fire Alarm &amp; Fire Fighting Equipment system, CAMC and Refilling of Fire Extinguisher AND O&amp;M of Fire Equipments services at ESIC Model Hospital, Gurugram.</b>
2	Estimated Cost: -	Rs. 70, 00,000 /- and Goods Service Tax Extra
3	Period of Contract: -	<b>Twelve Months (12)</b> and it may be renewed for one more year after satisfactory service, on same rate & terms and conditions. Upgradation to be completed by 02 months.
4	Earnest Money Deposit: -	<b>Rs. 1, 40,000/-</b> (Rupees One lakh Forty Thousand only) to be deposited along with tender, through Demand Draft favoring <b>ESI Fund A/C No.- 2</b> , payable at <b>Gurugram</b> . Bids received without EMD will not be considered and summarily rejected.
5	Cost of Tender: -	<b>Not Applicable.</b>
6	Date of submission of Online Tender: -	Up to 2:00 pm on <b>31/07/2018</b> hard copy of documents uploaded online to be submitted also in the tender box which will be kept in Medical Superintendent's Office ESIC Model Hospital, Gurugram (Haryana). Bids are to be submitted online. Printout of every page, signed with seal, is to be deposited in the box mentioned above within given time. Please seal financial bid separately.
7	Date of opening of Tender:	The tenders shall be opened in the presence of the tenderers (who choose to be present) <b>on 31/07/2018 at 2:30 PM</b> in the conference room ESIC Model Hospital, Gurugram. In case that date is declared a public holiday, tenders shall be received & opened as per above schedule on next working day.
8	Tender Document:-	Tender document containing terms & conditions can be obtained from online portal <a href="https://esictenders.eproc.in">https://esictenders.eproc.in</a> w.e.f. <b>12/07/2018</b> to <b>31/07/2018</b> . The tender document can also be downloaded from the website <a href="https://www.esic.nic.in">https://www.esic.nic.in</a> and <a href="https://esichospitals.gov.in">https://esichospitals.gov.in</a>
9	Minimum Eligibility Criteria:-	This invitation for bids is open to- (a) EMD in the form of Bank Draft for Rs. 1, 40,000 /- (b) Copy of PAN Card, (c) Copy of Tender Document should be signed stamped and serial numbered on all pages. (d) Certificate of Incorporation/ Registration Certificate of Firm / Memorandum and Articles of Association/Partnership Deed/ Declaration of Proprietorship etc. as the case may be, (e) Copy of Income Tax Return for last three Financial Years, ended on 31/03/17. (f) Copy of Balance Sheet for last three Financial Years, ended on 31/03/17. (g) Copy of Profit & Loss Account for last three Financial Years, ended on 31/03/17. (h) Copy of GST Certificate, (i) Filled Format I to VIII,

		<p>(j) Copy of Integrity Pact certificate (Format- X)</p> <p>(k) Experience certificate of similar work / Agreement / Work Order during last seven years, of prescribed value.</p> <p>(l) Satisfactory completion certificate of similar nature of work, during last seven years,</p> <p>(m) ESI Certificate.</p> <p>(n) EPF Certificate.</p> <p>(o) Valid Electrical License/Fire License under the CPWD/State PWD/Central Govt. / State Govt. / PSUs/MES/Railways,</p> <p>(p) Annual Turn Over Certificate which is signed by Chartered Accountant for last three financial years, ended on 31/03/17.</p> <p>(q) ISO Certificate for Fireworks,</p> <p>(r) 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>(s) Sealed, Signed Technical Bid documents &amp; Separate Financial Bid shall be submitted otherwise tender will not be valued.</p>
10	<b>Technical Eligibility criteria</b>	<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 style="padding-left: 40px;">(a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.</p> <p style="text-align: center;">Or</p> <p style="padding-left: 40px;">(b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.</p> <p style="text-align: center;">Or</p> <p style="padding-left: 40px;">(c) One similar completed works costing not less than the amount equal to 80% of the estimated cost.</p> <p>(ii) (a) The tenderers must have experience of <b>Fire Services</b> at a 100 or more bedded hospitals in works of similar nature,</p> <p style="text-align: center;"><b>OR</b></p> <p>(b) The tenderer must have of at least 01 year experience of <b>Fire Services</b> in Government organizations.</p> <p>Documentary proof of having satisfactorily completed similar works such as Fire Services is to be produced along with the technical bid.</p>
11	<b>General Instruction</b>	<p>The tenderers should submit the documents according to Format- V offline and online for technical bid and along with self attested photocopies. It must be legible and signed and stamped. Any overwriting 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 &amp; will be summarily rejected during the black listed / debarred period. Agency shall provide an Affidavit in this regard with technical bid.</p>
12	<b>Scope of Work</b>	<p>The scope of work mainly consists of Upgradation of Fire Alarm &amp; Fire Fighting system and after completion of said works agency will provide the defect liability period (DLP) for minimum one year or OEM warranty policy. Refilling of Fire Extinguishers and Day to day of operation of Fire services at ESIC Model Hospital, Gurugram.</p> <p>The Contractor is required to perform the upgradation of fireworks as per guideline of NBC -2015 and manufacturer norms. The maintenance jobs shall be carried out as per instruction of Engineer – in charge given to the contractor supervisor/ personnel.</p>

13	<b>Bid/Tender Validity</b>	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.
14	<b>Performance Security Money</b>	The bidder shall furnish performance security to the purchaser for an amount equal to Rs. 3, 50,000/- shall be made by Demand Draft/Bank of Guarantee in favour of "ESI Fund A/C. No – 2", Payable at Gurugram. 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.
15	<b>Annual Turnover</b>	The Annual turnover of the agency must not be less than Rs. 21.0 lakhs (Rupees Twenty One lakhs only) during the last three financial years ended on 31/03/17.
16	<b>Pre Bid Meeting</b>	Pre bid meeting will be held on <b>19/07/2018</b> at 2:00 pm. Tenderers are advised to send their queries to <a href="mailto:ms-gurgaon.hr@esic.in">ms-gurgaon.hr@esic.in</a> at least 24 hours before pre bid meeting.

SD/-

(Dr. Shubhra Gupta)  
Medical Superintendent  
ESIC Model Hospital, Gurugram (Haryana)



## SCOPE OF WORK

1. The bidder/agency which is selected after E- Tender process will have to Repair/Maintenance (Planned Preventive Maintenance) the Fire Alarm System & Fire Fighting System on regularly monthly basis.
2. The break down, if any, shall be attended by the agency within 24 hours of lodging of complaints.
3. Whenever there is requirement of any kind of materials or any part relating to Fire Fighting & Fire Alarm system the agency shall provide such materials or part without any delay.
4. The agency shall always keep the Fire System/Pump Room area clean.
5. All materials provided by the agency should be either BIS certified or should be certified by the agency designated for the purpose by appropriate Government.
6. Whenever the agency send any person (Technician/Engineer) to attend the complaint/rectification such person shall sign in a log book maintained for office records.
7. Agency shall deployed the own Engineer/Technician to visit at least once in every month for supervision of Fire system.
8. Uniform, Name Plates and identity cards have to be provided to each and every Staff by the contractor.
9. All Tools, Plants, and equipments to carry out the Fire work at site are to be provided by the Contractor free of cost.
10. The agency shall be responsible to depute their supervisor in working site to meet Medical Superintendent/Deputy Medical Superintendent/ Deputy Director/Assistant Director/ESIC Engineer – in charge/OS/Care Taker.
11. All materials or any part(s) of Fire system which is required to remove any deficiency or defect in the functioning of Fire system shall be provided by the agency free of cost.
12. All materials or any part(s) of Fire system which is required to be replaced shall be from the same manufacturer/ supplier who have provided the original equipments/parts.
13. The agency shall provide the comprehensive maintenance of Pump Room Diesel Generators Set at least once in a quarter.
13. The agency shall do the Fire Mock Drill of Fire System at least once in a Quarter.
14. The agency shall also train the housekeeping & maintenance staff deployed for firefighting job, in addition to this the agency shall provide training to Staff & Officers of ESIC Model Hospital, Gurugram.
15. The agency shall ensure that Fire Department provides the NOC/Renewal of Fire system to the hospital from your own expense.

16. Monthly inspection of the entire extinguisher including checking their tubes, discharge, hose pipes, nozzle, clamp etc. checking of weight for loss of mass in gas type extinguisher and to keep a record of the same.
17. To ensure proper operation & maintenance of safety and firefighting equipment installed and carry out the fire fighting/ rescue operation in case of fire or accident inside the hospital area.
18. Service report and register must be got signed after every service by the engineer in charge designated by the ESIC for such purpose.
19. To perform any additional special tests as required by the local fire codes.
20. To organize and impart training to the occupants of building in First Aid, Fire fighting, using Fire Extinguisher and building evacuation during emergency situation.
21. Call fire brigade in case of break out of Fire and provide assistance to fire service/Fire Fighters in case of breakout of Fire.

**22. Fire Extinguisher (Co2 Type, ABC Type, and Foam Type):-**

- CAMC also covers refilling of Extinguishers (annually or if used before of expiring/empty).
- Whether Pressure is at recommended level or not.
- Nozzle, Pipe or other discharging paths are not hindered in any way.
- The pin & tamper seal are intact.
- Check full weight (Quarterly basis).
- Shaking of dry powder type to prevent powder from setting /packing.
- Certification of all types of fire extinguisher following its inspection, maintenance/refilling etc.
- To arrange for proper placement of extinguisher after inspection/ maintenance/ refilling and/ or subsequent to its use during fire drills/demonstration etc.
- To maintain record/history card of inspection and maintenance done on each extinguisher.

**23. Fire Hydrant:**

- Fire water network including hydrants and water monitors.
- Monthly discharges test from at least one external hydrant and one internal hydrant (Preferably from top floor or terrace) by attaching single length of fire hose, with nozzle to check automatic stating of pump with hydrant operation.

**24. Hydrant Wet Riser System:**

- Visual /Physical Check:- weekly to check washers, couplings, valve logo wheel check nuts etc. monthly visual check of Hose/Hose Box for any damage rot/rust etc. monthly hose reel by actual operation.
- Pump / Jockey Pump:- Weekly physical check/ greasing of nipples.
- Automatic start: - Monthly check to test automatic start of Jockey Pump at present pressure and auto stop of Jockey Pump at present pressure.

**25. Pumps and Control:**

- Starter contacts cleaning twice a month.
- Insulation resistance test of pump, motor circuit etc.
- Any other inspection as contained in manufacturer's literature for pumps & controls.

**26. Fire detector and alarm:**

- Monthly visual check of each detector.
- Quarterly cleaning of smoke /heat detector (removal of dirt, if any)
- Quarterly actuation of smoke detector by turn – at least one detector in each floor to be subjected to test.
- Circuit test/panel test for fault and fire condition every month, for fault test and every quarter for fire condition.
- Manual test of public address system.

**27. Miscellaneous:-**

- The agency shall keep free the space of *fire assembly point*, so that staff and visitors can gather in the event to ensure everyone is in a designated safe area.
- Agency shall maintain the *Fire Assembly Point Signs* and make sure that people know where to gather following an emergency evacuation.
- Agency shall maintain the *floor design signage on all floors at every block*.
- Agency shall keep free all fire exits of this building and report if any blockage of fire exit routes or disaster/evacuation assembly point takes place.

SD/-

(Dr. SHUBHRA GUPTA)  
Medical Superintendent  
ESIC Model Hospital, Gurugram (Haryana)





**PLANTS/EQUIPMENTS DETAILS**

Sl. No.	Description	Location	Unit	Qtys.	Remarks
<b>FIRE HYDRANT</b>					
1	FHC WITH COMPLETE ITEMS	GROUND FLOOR	Set	10	
		FIRST FLOOR	SET	9	
		SECOND FLOOR	SET	9	
		TERRACE		9	
2	YARD HYDRANT & HOSE CABINET	EXTERNAL	Nos.	8	
3	FOUR WAY BRIDGE INLET	EXTERNAL MAIN GATE	SET	1	
4	FIRE PUMP (DIESEL)				
	HEAD- 70mtr.				
	DELIVERY 2280 Ltr/m	PUMP ROOM BASEMENT	SET	1	
5	Fire pump (Electrical)				
	HEAD- 70mtr.				
	HP-60				
	DELIVERY 2280 Ltr/m	PUMP ROOM BASEMENT	SET	1	
6	JOCKEY PUMP				
	HEAD- 70mtr.				
	DELIVERY 180 Ltr/m	PUMP ROOM BASEMENT	SET	1	
7	NRV 150mm	All Floors	Nos.	2	
	NRV 100mm	All Floors	Nos.	3	
8	Sluice Valve 150mm		Nos.	15	
9	4 way Fire brigade Inlet valve		Nos.	1	
10	Pressure Switch		Nos.	3	
11	Pressure Gauge		Nos.	6	
12	Air Vessel		Nos.	3	
<b>FIRE FIGHTING SYSTEM</b>					
1	Smoke Detector	All Floors	Nos.	379	
2	Multi Heat Detector	All Floors	Nos.	404	
3	Hooter	All Floors	Nos.	42	
4	MCP	All Floors	Nos.	42	
5	Response Indicator	All Floors	Nos.	381	
<b>FIRE ALARM SYSTEM</b>					
1	Addressable Alarm Panel (8 loop)	GROUND FLOOR Control Room	Nos.	1	
2	Addressable Alarm Panel (4 loop)	GF Room no- 26, Control Room	Nos.	1	
3	Addressable Repeater Panel	All Floors	Nos.	5	
4	Dim Module	All Floors	Nos.	6	
5	Relay Module	All Floors	Nos.	8	
6	Duct Detector	All AHU	Nos.	8	
7	Power Supply Adaptor 24 Volt.	GF Room no- 26, Control Room	Nos.	5	

Sl. No.	Description	Location	Unit	Qtys.	Remarks
<b>FIRE Fighting Hose Reel, Hydrant Valve</b>					
1	Ext. Hydrant Valve	External & All Floors	Nos.	45	
2	15m Rubber Lined Hose pipe EPDM	External & All Floors	Nos.	73	
3	Hose cabinet	External	Nos.	8	

4	Hose reel double rayon pipes Black	External & All Floors	Nos.	29	
<b>Fire Extinguisher</b>					
1	9 Liters. (FOAM TYPE)	External & All Floors	Nos.	37	
2	ABC Type 5kg.	External & All Floors	Nos.	45	
3	Co2 Type 4.5 kg	External & All Floors	Nos.	12	

**MANPOWER DETAILS:**

Sl. No.	CATEGORY	QUALIFICATION & EXPERIENCE	Nos.	DUTY HOURS.
1	Fire Office	Diploma or Degree in Fire Alarm & Fire Fighting Course with more than 2 years experience to related field.	1	Quickly sort out the problem & regularly present at general shift
2	Fire Technician	Fire Alarm & Fire Fighting Course & with more than 2 years experience to related field.	3	Quickly sort out the problem & regularly present at every shift
3	Total		04	

- The man power may be increased or decreased by the order of Medical Superintendent.
- Therefore, weekly rest to such workers may also to be arranged by the contractor.
- The above manpower shall be available on call round the clock.
- The cost per head quoted by the bidder should including minimum wage, Employer share of contribution in respect of ESI & EPF, Bonus, Relieving charges and other statutory liabilities as applicable. Bidder should provide detailed bifurcation per head as quoted by the bidder

SD/-

(Dr. SHUBHRA GUPTA)  
Medical Superintendent  
ESIC Model Hospital, Gurugram (Haryana)



**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 31/07/2018 up to 02:00 P.M.**
3. **Date and time of opening of tender is 31/07/2018 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 VIII & format X should invariably be filled and enclosed.
5. The rates for each and every item shall be quoted in Figure and words. In case of any discrepancy in rates, the rates written in words shall prevail.
6. The envelope containing tender document shall be sealed and bear the name of work and the name and address of the bidder.
7. The work site i.e. Hospital can be visited on any working day during office hours by contacting Administrative Officer/Engineers / 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 liable 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 within one month after the award of work.
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. Duly filled Tender Document shall be deposited in the Tender Box kept in Medical Superintendent office block on or before **31/07/2018, 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 right away by 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 or firm who participates in this tender and submits its bid.
- (c) "The Supplier" means the individual 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 perform routine maintenance or repair work on (an equipments or machine). Ensure that Fire appliances are serviced regularly.

### **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 - I)
- (c) Equipments Details (as per Annexure B - II)
- (d) Instructions to Tenderers (as per Annexure C-I, C-II)
- (e) General (Commercial) Conditions of the Contract (as per Annexure D)
- (f) Special Conditions of Contracts (as per Annexure E)
- (g) Details of Tenderers (Format I)
- (h) DETAILS OF COMPLETED CONTRACT (Format II)
- (i) Declaration Form (Format III)
- (j) Undertaking (Format IV)
- (k) Check list and order in which the documents are to be submitted for Bid (Format V)
- (l) Details of Existing Contract (Format VI)

- (m) LETTER OF AUTHORISATION FOR ATTENDING BID OPENING (Format VII)
- (n) Certificate of Non-Participation of near Relatives in the tender (Format VIII)
- (o) FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND (Format IX)
- (p) Integrity Pact- (Format-X)
- (p) Financial Bids (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 may 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 exclusive 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 goods 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. The bids submitted shall be sealed properly.

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 sealed bid in bigger envelope and bear the name "E- Tender for Upgradation of Fire Alarm & Fire Fighting Equipment system, CAMC and Refilling of Fire Extinguisher AND O&M of Fire Equipments services at ESIC Model Hospital, Gurugram."

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) All the envelope shall bear the Tender name, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

(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 bid after submission provided that the written notice of the modification or withdrawal is received by the Employer prior to the deadline prescribed for submission of bids.

12.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 12.1.

12.3 A withdrawal notice may also be sent in writing but followed by a signed confirmation copy by post not later than the deadline for submission of bids.

12.4 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 price of the CAMC services, manpower charges, supply of chemicals exclusive of GST as indicated in the Price Schedule given in 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- X** 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 2<sup>nd</sup> party and ESIC will sign the Integrity Pact as buyer & 1<sup>st</sup> party after opening the bids at a later stage.



## GENERAL CONDITIONS OF CONTRACT

### Definitions and Interpretation

#### 1. Definitions

a) In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- I. "Employer" means the ESIC and the legal successors in title to ESIC.
- II. "Engineer" means the person appointed by ESIC to act as Engineer for the purposes of the Contract, unless the context indicates the engineer of the contractor.
- III. "Contractor" means an individual or firm (proprietary or partnership) whether incorporated or not, that has entered into contract (with the employer) and shall include his/its heirs, legal representatives, successors and assigns. Changes in the constitution of the firm, if any shall be immediately notified to the employer, in writing and approval obtained for continued performance of the contract.

b)

- I. "Contract" means these conditions, the Specification, the Bill of Quantities, the Tender, the Letter of acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the letter of Acceptance or Contract Agreement ( if completed).
- II. "Specification" means the specification of the Works included in the Contract and any modification thereof.
- III. "Drawings" means all the completion drawings, calculations and technical information of a like nature provided by the Engineer to be Contractor under the Contract and all drawings, calculations, samples, patterns, models, Operation and Maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Engineer.
- IV. "Bill of Quantities" means the priced and complete bill of quantities forming part of the tender.
- V. "Tender" means the Contractor's priced offer to the Employer for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance. The word Tender is synonymous with "Bid" and the words "Tender Documents" with "Bidding Documents".
- VI. "Letter of Acceptance" means the formal acceptance of the tender by ESIC.
- VII. "Contract Agreement" means the contract agreement (if any) referred to in Sub Clause6 (viii)  
"Appendix to Tender" means the appendix comprised in the form of Tender annexed to these Conditions.

(c) (i) "Commencement Date" means the date upon which the Contractor receives the notice to commence the works.

(ii) "Time for completion" means the time period for which the contract of operation and Maintenance has been awarded by the employer to the contractor.

(d) "Taking over Certificate" means a certificate issued by employer evidencing successful completion of the awarded work.

(e) (I) "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.

(ii) "Retention Money" means the aggregate of all monies retained by the Employer.

(f) (i) "Works" means the Permanent Works and the Temporary Works or either of them to be executed in accordance with the contract.

(ii) "Site" means the places provided by the Employer for Operation and Maintenance of ESIC Model Hospital, Gurugram and the adjacent quarters mentioned above.

(iii) "Cost" means all expenditure properly incurred or to be incurred, whether on or off the site, including over head and other charges but does not include any allowance for profit.

## **2. ENGINEER OF THE CORPORATION**

Engineer's Duties and Authority

a) The Engineer shall carry out supervision as per Contract.

## **3. Custody and Supply of Drawings and Documents**

The Drawings shall remain in the sole custody of the employer/Engineer, but copies as required thereof as per availability in the record shall be provided to the Contractor free solely for the purpose of this contract.

## **4. Sufficiency of Tender**

The Contractor shall be deemed to have based his Tender on the data made available by the employer and on his own inspection and examination of this site conditions.

## **5. Contractor's Employees**

The Contractor shall provide on the site qualified and experienced technical staff in connection with the Repair and Maintenance of the Works and the remedy of any defects therein. The minimum staff shall be as per description of work mentioned in BOQ.

## **6. Engineer at Liberty to object.**

The Engineer/Employer shall be at liberty to object to and require the contractor to remove forthwith from the Works any person provided by the contractor who, in the opinion of the Engineer/Employer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer/Employer to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Engineer. Any person so removed from the works shall be replaced as soon as possible by a qualified person approved by the Engineers/Employer.

## **7. Safety, Security and Protection for the Environment**

The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- I. Have full regard for the safety of all persons entitled to be upon the Site and keep the Site ( so far as the same is under his control) and the Works ( so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons, and
- II. Provide and maintain at his own cost all warning signs and watching, when and where necessary or required, by the Engineer or by any duly constituted authority for the protection of the Works or for the safety and convenience of the public or others, and
- III. Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of Repair.

(a) Insurance of work by the Contractor for his liability:

(i) During the Operation and Maintenance period for loss or damage to property and life arising from a cause for which contractor is responsible.

(ii) For loss or damage occasioned by the Contractor in the course of any Repairs carried out by him for the purpose of complying with his obligations.

It shall be responsibility of contractor to notify the Insurance Company of any change in the nature and extent of the works and to ensure the adequacy of the equipment is insured by ESIC at all times during the period of contract.

### **8. Damage to Persons and Property**

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

- (a) Death or injury to any person, or
- (b) Loss or damage to any property (other than the Works):Which may arise out of or in consequence of the Operation and Maintenance of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

### **9. Accident or injury to Workmen:**

The Employer shall not be liable for any damages or compensation payable to any workman for death or injury resulting from any act or default of the contractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and expenses whatsoever in respect thereof or in relation thereto.

### **10. Evidence and Terms of Insurance:**

The Contractor shall take appropriate insurance to cover his work and workers and staff employed by him fully. The contractor shall provide evidence to the Engineer/Employer as soon as practicable after the respective insurance have been taken but in any case prior to the start of work at the Site that insurance required under the Contract have been effected.

### **11. Compliance with Statutes, Regulations:**

The Contractor shall conform in all respects, including publication of notices and the payment of all fees, with the provision of:

- a. Any national or State Statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the works and the remedying of any defects therein, and
- b. The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the works, and the Contactor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provision.
- c. Any changes required for approval due to revision of the local laws.

#### **12. Time for completion:**

The Operation and Maintenance work shall be for a period of one year or as mentioned in the letter of commencement and shall start from the date issue of letter commencement and shall stand terminated after the expiry of twelve months .

#### **13. Extension of Time for Completion:**

The Operation and Maintenance contract may be extended on the written mutual consent of both Employer and Contractor for a further period that may be up to one year. However, employer reserves the right to terminate the supply contract by giving 30 days notice at any time during the currency of the contract if the services of the agency are not satisfactory as per the opinion of employer or its representative.

#### **14. Defect identification and its rectifications:**

Agency shall immediately attend the defects and complaints noticed at site. The agency shall provide and develop a system for regular Operation and Maintenance of all the services which includes defect identification and its immediate rectification so, that services are not affected. It shall be the sole responsibility of the Operation and Maintenance agency that all the services are kept in functional condition round the clock during the currency of the contract. Defect Liability period shall be 12 months from the date of completion of work under BOQ measurable works. The contractor shall rectify at his own expenses any defect in the work carried out by him during this period. On failure of the contractor to do so, the same shall be completed by the employer at the risk and cost of the contractor.

#### **15. Liquidated damages for delay.**

If the Contractor fails to attend any complaint or defect in due course of time and if in the opinion of ESICMH Administration delay is on the part of Operation and Maintenance agency, the employer can impose liquidated damages on the contractor as detailed in the particular conditions. . This will be over and above the punitive deduction of Rs. 1000/- (One thousand only) per incident of lapse mentioned above.

#### **16. Contractor's Failure to carry out Instruction.**

In case of default on the part of the Contractor in carrying out defect rectification works, the Employer/Administration/General Branch shall be entitled to employ and pay other persons to carry out the same and all costs including penalty for delay in attending to the complaint consequent thereon or incidental thereto shall be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor.

## **17. Instructions for Variations**

(a) Quantities given in the BOQ are estimated quantities. The quantity of any particular item may vary to any extent. Variation in quantity of particular items or total exclusion of certain items of BOQ from the work executed or overall cost, does not entitle contractor to claim any extra cost.

(b) Notice to be given by the contractor for execution of Planned works:-

It shall be duty of the contractor to give notice of at least three working days for execution of planned works. If no notice is given, the work executed will not be considered for payment.

## **MEASUREMENT**

### **18. Works to be measured**

The Engineer shall determine by measurement the value of actual work done in accordance with the Contract and the Contractor shall be paid proportionately. Partial payment shall be made for any part of BOQ items not fully executed. Engineer shall be at liberty to decide the breakup of Lump Sum items and to decide the part rate for any particular item. In case over- time working of staff under item no. 1 is required, specific permission of Authorized Officer/ Engineer is to be obtained. Payment to be made at applicable overtime rates to the concerned employee performing over-time duty.

### **19. Method of Measurement**

The works shall be measured net, notwithstanding any general or local custom, except where otherwise provided in the Contract.

## **CERTIFICATES AND PAYMENTS**

### **20. Monthly Statements**

The contractor shall submit a bill in 3 copies to the General Branch by 7th day of each month for the work executed upto the end of previous month in tabulated form , showing the amounts to which the Contractor Considers himself to be entitled. The bill must be supported by the following documents:-

a. Attendance sheets duly verified by ESIC's Maintenance In charge/Engineer/Care Taker along-with salary certificates, wages sheets of all the workers and staff deployed. Bio-Metric attendance of the contractor staff is compulsory.

b. Certified bills of miscellaneous materials purchased under different heads. Details of defects/complaints attended and rectified within time.

d. Details of complaints attended late.

e. Test certificate of materials (if required) used and tests carried out for quality control as required by the specification and the Engineers.

f. Monthly certificates from ESIC Engineer regarding satisfactory handling of complaints.

g. Every month the agency shall provide documentary evidence in support of payment of ESI, EPF & Goods Service Tax dues as applicable.

h. The agency shall make payment to its employee only through NEFT/ECS.

## **21. Deduction of Income Tax**

The amount to be deducted towards the advance income tax shall be at the applicable rates.

## **22. Monthly Payments**

After submission of monthly bill complete in all respects by the contractor, Maintenance In charge/ General Branch shall check the bill with the help of engineer and certify for payment within 15 days.

## **23. Performance Guarantee**

Within two weeks of award of work, the Contractor shall submit a Performance Security for proper performance of the contract in the format enclosed as Format- IX for an amount of **Rs. 3, 50,000/-** (Rupees Three Lakh Fifty Thousand Only). The performance guarantee shall be valid for the duration of the contact period plus 60 days.

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 arising out of the contract.

The Performance Security Bond will be discharged by the employer after a period of sixty days beyond completion of the supplier's performance obligations including any warranty obligations under the contract.

## **24. Default of Contractor**

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

## **25. Payment on Termination**

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

## **27. Amicable Settlement of Dispute**

Contractor and Employer shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

## **28. Arbitration**

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 the work or after the completion or abandonment thereof in respect of which: - amicable settlement has not been reached shall be referred to the Arbitration **of the Medical Superintendent, ESIC Model Hospital, Gurugram** who shall proceed as per the Arbitration & Conciliation Act - 1996 Act.

**28.1.** The work under the contract shall continue, during the arbitration proceedings.

**28.2.** The award of the arbitrator shall be final, conclusive and binding on both the parties.

**29. SET OFF**

Any sum of money due and payable to the bidder (including security deposit refundable to him) under this contract may be appropriated by the employer and set off the same against any claim of the Employer or ESIC or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the employer or ESIC or such other person(s) contracting through the ESIC.

**SD/-**

**(Dr. Shubhra Gupta)**  
**Medical Superintendent**  
**ESIC Model Hospital, Gurugram**





क र बी नि  
**ESIC**

कर्मचारी राज्य बीमा निगम  
Employees' State Insurance Corporation

**ANNEXURE-E**

**SPECIAL CONDITIONS OF CONTRACT**

1. Material shall be supplied in original packing from the manufacturer clearly indicating manufacturing date, expiry date & price etc.
2. The print should not be faint and should be legible and clear.
3. Any goods found defective after purchase should be replaced free of cost to the satisfaction of ESIC Model Hospital, Gurugram authorities failing which the cost will be deducted from /Performance Guarantee furnished by the selected vendor.
4. Award of contract will be issued after the bidder selected is found to be technically and financially acceptable to ESIC Model Hospital, Gurugram.
5. The bid security/Performance security deposit of the bidder would be forfeited, in case he refuses to honor the Agreement/Work Order issued by the ESIC Model Hospital, Gurugram for supply of the materials.
6. Selected bidder has to execute an agreement in the prescribed proforma (Performance Security Bond Form)- Format-IX and Agreement in a non-judicial bond paper of value not less than Rs.100/- (Hundred rupees Only) for Fire services, as per the intent of the of ESIC Model Hospital, Gurugram .
7. Penalty: All faults during the working period of Fire services before 22.00 Hrs. on any working day will have to be rectified on the same day. Fault booked after 22.00 Hrs. will have to be attended latest by next day. In case the firm fails to rectify within the time frame he has to provide a standby identical system on the next working day before 22.00 Hrs. and take parallel action for replacing. If the firm fails to make the system working by any of the two options, penalty of Rs. 500/- (Rupees Five hundred only) will be imposed per working day since the next working day of the booking of the fault.
8. **CPWD** specifications shall be followed, where not available, **BIS/Engineering** practice as directed by the Engineer shall be followed.
9. That the normal functioning of **ESIC** activity is not affected as far as possible.
10. The Contractor shall ensure that his Repair and Maintenance staff is qualified and licensed for their part of work. He shall be responsible for their conduct. The staff should behave in a courteous manner.
11. The contractor is held responsible for any loss or damage to **ESIC** property, following from any of his acts or defaults.
12. The contractor shall ensure safety of his workers and others at the site of work and shall be responsible for any consequence arising out of execution of the Repair and maintenance work.
13. When instructed to do so, the contractor shall ensure proper record keeping and storage of irreparable/dismantled material.



**DETAILS OF TENDERER**

**Name of Work:** E-Tender for Upgradation of Fire Alarm & Fire Fighting Equipment system, CAMC and Refilling of Fire Extinguisher AND O&M of Fire Equipments services at ESIC Model Hospital, Gurugram for the period of one year.

**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:**

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**(b) Goods & Service Tax Registration No.**

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

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

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**6 DETAILS OF EARNEST MONEY DEPOSIT:**

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

The above format may be used to provide requisite details

**Date:**

**Place:**

**Name:**

**Seal:**

**Signature of Tenderer**



**DETAILS OF COMPLETED CONTRACT**

(Experience of CAMC of Fireworks completed during last three years preceding March- 2017 and ongoing works) Use separate sheet for each work.

1.	Project 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**



**DECLARATION**

1. I, ..... Son / Daughter of Shri .....  
.....Proprietor / Partner / Director / Authorized Signatory of .....  
.....am 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 Upgradation of Fire Alarm & Fire Fighting Equipment system, CAMC and Refilling of Fire Extinguisher AND O&M of Fire Equipments services at ESIC Model Hospital, Gurugram for a period of one year.**

**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 Tenderer)**

**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.

Sl. No	Items	Confirm along with the page number
1	EMD in the form of Bank Draft for Rs. 1, 40, 000 /-	
2	Copy of Tender Document should be signed and stamped and serial numbered on all pages.	
3	Copy of PAN Card Certificate,	
4	Certificate of Incorporation/ Registration Certificate of Firm / Memorandum and Articles of Association/Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc.	
5	Copy of Income Tax Return for last three Financial Years, ended on 31/03/2017.	
6	Copy of Balance Sheet for last three Financial Years, ended on 31/03/2017.	
7	Copy of Profit & Loss Account for last three Financial Years, ended on 31/03/2017.	
8	Annual Turn Over Certificate which is signed by Chartered Accountant for last three financial years, ended on 31/03/2017.	
9	GST registration certificate,	
10	Filled Format- I to VIII,	
11	Copy of Integrity Pact (Format- X),	
12	Documents in support of Completed/Running work experience during last Seven years of prescribed value,	
13	Certificate of Satisfactory work completion from previous organizations during last Seven years,	
14	ESI Certificate,	
15	EPF Certificate ,	
16	Valid Electrical/Fire License under the CPWD/State PWD/Central Govt. / State Govt. / PSUs/MES/Railways,	
17	ISO Certificate for Fireworks	
18	Undertaking that Firm was never debarred/ blacklisted by any of the ESIC Institution / Office anywhere in India.	

**Note:** - The tenderers should upload the above documents with sign & stamp as directed for technical bid, otherwise to be rejected.

Signature of Tenderer

Date:

Full Name:



**Enclosure – 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.)	Duration 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:

Name:

Place:

Seal:





**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 Upgradation of Fire Alarm & Fire Fighting Equipment system, CAMC and Refilling of Fire Extinguisher AND O&M of Fire Equipments services at ESIC Model Hospital, Gurugram for the period of one year.**

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.

**(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,  
Gurugram, Haryana – 122001**

**FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND**

1. In consideration of the ESIC Model Hospital, Gurugram having agreed under the term and conditions of the Agreement No.- ..... dated .....made between ESIC Model Hospital, Gurugram and Second Party (hereinafter the said Agency ..... for the work .....here in after called the said agreement ) to production of irrevocable bank guarantee for Rs..... (Rupees.....) as a security/Guarantee from the Agency for compliance of his obligations in accordance with the terms and conditions in the said agreement, We ..... (Hereinafter referred as to “the Bank” hereby) (Indicate the name of the bank)Undertake to pay to the ESIC Model Hospital, Gurugram an amount not exceeding Rs..... (Rupees ..... only) on demand by the ESIC Model Hospital, Gurugram .

0. We ..... do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the ESIC Model Hospital, Gurugram 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 payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).

1. We, the said bank further undertake to pay to the ESIC Model Hospital, Gurugram 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.

2. We ..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the ESIC Model Hospital, Gurugram 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 ESIC Gurugram certify 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.

3. We..... (Indicate the name of Bank) further agree with the ESIC Model Hospital, Gurugram that, the ESIC Model Hospital, Gurugram shall have the fullest liberty without our consent and without affecting 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 ESIC 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 ESIC Model Hospital, Gurugram or any indulgence by the ESIC Model Hospital, Gurugram to the said contractors 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.

4. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.
5. We .....lastly undertake not to revoke this guarantee except with the previous consent of the ESIC Model Hospital, Gurugram in writing.
6. This guarantee shall be valid up to .....unless extended on demand by ESIC Model Hospital, Gurugram . Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees .....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.

Date the ..... Day of .....For ..... (Indicate the name of bank).

(INTEGRITY PACT DOCUMENT)

(To be executed on plain paper and signed by the bidders as 2<sup>nd</sup> part before uploading as bid document. ESIC as 1<sup>st</sup> 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 on \_\_\_\_\_ the day of the month of \_\_\_\_\_ year \_\_\_\_\_ between on one hand of ESIC under the administrative control of Ministry of Labour and Employment, Govt. of India acting through \_\_\_\_\_ (hereinafter called the " \_\_\_\_\_ " 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 \_\_\_\_\_ Services 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** agency, constituted in accordance with the relevant law in the matter and the Buyer is a \_\_\_\_\_ performing its functions on behalf of the \_\_\_\_\_ 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/ services 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 **employer** 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/ service provider/ integrator/ owner of the property/ authorized agent 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. 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:-

- (i) Bank Draft or a Pay Order in favour of \*ESIC fund Account No-2 payable at - Gurugram,
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the \_\_\_\_\_ESIC, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof for payment.
- (iii) Any other mode or through any other instrument, as stated in tender document.

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 behaviour) 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

11.1 The Bidder undertakes that he has not supplied/ is not supplying the similar items/ services at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India/ institution and if it is found at any stage that the item/ service was supplied by the Bidder to any other Ministry/ Department of the Government of India/ institution 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.

13. 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.

14. 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(HR) or as decided by the BUYER.

15. 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.

16. Validity

16.1 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.

16.2 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.

17. 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.

18. The Parties hereby sign this Integrity Pact on \_\_\_/\_\_\_/\_\_\_

ESICMH GURUGRAM (1<sup>st</sup> part)

BIDDER (2<sup>nd</sup> part)

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**COMPLAINT REGISTRATION FORM**

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Nature of complaint: \_\_\_\_\_

Signature of Contractor: \_\_\_\_\_

Name and Address: \_\_\_\_\_

\_\_\_\_\_

Complaint attended.

Date: \_\_\_\_\_

Time: \_\_\_\_\_

From: \_\_\_\_\_

To: \_\_\_\_\_

Certified that the complaint has been satisfactorily attended.

Contractor

Complainant

Date:

(To be submitted along with running bills)

MAINTENANCE/ COMPLAINT REGISTER

Sr. No.	Date & Time	Complainant	Nature of complaint	Complaint attended Date & Time	Remarks	Signature of Technical Head

SHIFT- A: .....

SHIFT- B: .....

SHIFT- C: .....

SUPERVISOR: .....

ESIC: .....

**Monthly report in respect of attending of the complaints**

Name of the Hospital.....

It is hereby certified that M/s ..... has attended all the complaints sent to the agency up to the month of ..... 2018/2019.

Complaints received during the previous month of.....2018/2019 have been attended to satisfactorily and no complaint is pending.

**Date.....**

**SIGNATURE OF ESIC In - charge**

**Stamp**

**Monthly Attendance Format**

<b>Shift:</b>		<b>Shift Timing:</b>		<b>DD/MM/YYYY:</b>	
<b>Sl. No.</b>	<b>Name</b>	<b>Designation</b>	<b>IN time (with Signature)</b>	<b>Out time with Signature)</b>	<b>Remarks.</b>

**Authorized Person**

**ESIC**



**FINANCIAL BID (PART- B)**

**Name of work:** E- Tender for Upgradation of Fire Alarm & Fire Fighting Equipment system, CAMC and Refilling of Fire Extinguisher AND O&M of Fire Equipments services at ESIC Model Hospital, Gurugram for the period of one year.

**BILL OF QUANTITY**

**Estimated Cost:** - Rs. 70, 00,000/-

**Earnest Money:** - Rs. 1,40,000/-

**Time Period:** - Twelve months (12)

**Cost of B.O.Q. – NA**

<b>A. Estimate for Up-gradation of Fire Equipments at ESICM Hospital, Gurugram.</b>					
Sr.	Description	Units	Rate	Qtys.	Amount
1	Providing and fixing Seamless integration of Fire addressable alarm panel, Three cabinet sizes large (2, 4, 6 or 8 loops) 3A or 5A full EN54-4/A2 PSU and battery charger included, Onboard mini-USB connection to connect a PC running programming software, Two RS 232 ports - one dedicated to a 40 column thermal printer (optional), one for ancillary devices such as ESPA protocol alphanumeric pagers / DECT telephone systems, 168-character LCD, Fast alarm response times, Up to 2,500 addressable, Supports Signature Series detectors and Industry standard 19" rack mount bin modules points per panel, Power/Booster Supp, Central Processor Module, Signature Controller, Alphanumeric Display, Control Display Module, Network Communication Card, Module Monitor, Relay module CC1,	Nos.		1 Complete set	
2	Providing and fixing Repeater Addressable Panel available with 2, 4 and 8 zones Two wire serial connection Up to 7 panels per system 24V DC powered Full control over main panel Volt free fire and fault contact outputs Separate 24V DC, 150mA (FT: 188mA), ESP (Enhanced System Protocol), Operating Temperature: 0°C to 45°C, Operating Humidity: 95% (max) etc.	Nos.		4	
3	Providing and fixing multi sensor detector contains an optical smoke sensor and incorporating unique high performance chamber which allow the sensor threshold level to be increased, thereby improving to signal to noise ratio and reducing susceptibility to false alarm. Twin fire LEDs allow 360 degree viewing, electronically addressed.	Nos.		500	
4	Providing and fixing multi sensor detector contains an optical heat sensor and a thermistor temperature sensor incorporating unique high performance chamber which allow the sensor threshold level to be increased, thereby improving to signal to noise ratio and reducing susceptibility to false alarm. Twin fire LEDs allow 360 degree viewing, electronically addressed.	Nos.		500	



5	<p>Providing and fixing addressable Response Indicator  Details: Compatible for 2 wire detectors. Operates on 12 VDC., Alarm status is indicated By Red colour LED, Dual LED's for 360° visibility, Flush / Ceiling wall mount, Electrical Specification Operating Voltage : 12 VD.C  Operating Current : 10mA  Alarm Indication : RED LED.  Colour : Ivory.  Material: Metal.</p>	Nos.		500	
6	<p>Providing and fixing Manual Call Point with isolator for indoor applications and incorporates a short circuit isolator which will ensure its operation in the event of a short circuit fault on the loop. Details:-  Call Point Type: Deformable element, Call Point Principle: Operation of a switch, Alarm Indicator: Red Light Emitting Diode (LED), Fault Indicator: Amber/yellow Light Emitting Diode (LED).</p>	Nos.		50	
7	<p>Providing and fixing Addressable Sounder Cum Strobe Straightforward DIL switch addressing of features of:-</p> <ul style="list-style-type: none"> <li>• Attractive low profile design</li> <li>• Excellent lateral sound distribution</li> <li>• Three Evacuate tones (continuous, warble or sweep) and one Alert tone</li> <li>• High (100dB @ 1m) and low (94dB @ 1m) volume settings</li> <li>• A BS5839 Part 1 2002 Clause 12.2.2 compliant locking facility</li> <li>• A 'quick-fit' bayonet fixing arrangement</li> <li>• Master or 'shadow' mode operation</li> <li>• A group addressing facility</li> </ul> <p>IP43 rated shallow and IP65 rated deep base versions available. A typical alarm current of just 3mA @ 24V, A group addressing facility</p>	Nos.		50	
8	<p>Providing and fixing Duct Addressable Detector incorporating unique high performance chamber which allow the sensor threshold level to be increased, thereby improving to signal to noise ratio and reducing susceptibility to false alarm. Twin fire LEDs allow 360 degree viewing, electronically addressed.</p>	Nos.		25	
9	Wire 2c x 1.5 sq. mm copper FRLS flexible wire.	meter		25000	
10	Labour Charges For Complete work of Fire Alarm System	Lump Sum		1	
11	SITC of Fire Hydrant adaptor of material of Gun Metal Grade LTB-2 & Stainless Steel of size of 63 mm of hydraulic test 21 Kg/Cm Square and as per E/I.	Nos.		10	
12	SITC of Fire Bucket of red color of thickness of 18-20 SWG of capacity of 9 liters along with stand.	Nos.		20	
13	SITC of Double Hose Cabinet :750mm x 600mm x 250mm of body of M.S. Sheet 16 to 18 SWG / SS 304 sheet 18 SWG/ FRP of glass of Transparent, 3 mm Thick of lock of Industrial panel lock (with Key Holder) handle of Chromium Plated of finishing External - 2 coats of Anticorrosive Fire Red Paint and Internal - 2 coats of White paint and as per direction of E/I.	Nos.		7	

14	Providing and fixing CO2 Fire Extinguisher – 22.5kg, Details: Model CO2-22.5, Media CO2 (Trolley Mounted), Capacity 22.5kgs, Discharge Time 20sec. To 60sec., Gas Storage Pressure 50 kgf/cm <sup>2</sup> , Cylinder Diameter 232mm, Overall height 1150mm approx., Operation Method Upright, Temp. Range 27±5°C, Charged weight, Test Pressure 250kgf/cm <sup>2</sup> .	Nos.		3	
15	Total Amount				
16	Add Contractor Profit @ _____ % on Total Amount				
	<b>Sub Total Amount (A) of Rs.</b>				

<b>B. CAMC FOR Fire Alarm &amp; Fire Fighting System and Day to day Operation &amp; Maintenance of Fire services</b>					
Sl. No.	Description	Unit	Qtys.	Monthly Rate	Yearly Rate Amount
i.	Comprehensive Annual Maintenance Contract and Refilling of Fire Extinguisher at ESIC Model Hospital, Gurugram for the period of one year.	L.S	01 complete Job		
ii	<b>MANPOWER CHARGES</b>				
a.	Fire Officer	Nos.	1		
b.	Fire Technician		3		
	Total Amount				
	Add Contractor Profit _____ % Rs.				
	<b>Sub Total Amount (B) of Rs.</b>				
GRAND TOTAL AMOUNT FOR (A + B) Rs.		Rs. _____ & GST Extra			

**Figure in words:** (.....  
.....)

**And Goods Service Tax (GST) Extra as applicable**

**Note: - Before applying for e- Tender all the tenderers are advised to inspect the Fire System.**

Signature of Tenderer

Date:

Name:

Place:

Seal: