



REGIONAL OFFICE
EMPLOYEES' STATE INSURANCE CORPORATION
PANCHDEEP BHAWAN, SECTOR-16, FARIDABAD (HARYANA)
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Date:08/08/2019

NOTICE INVITING e-TENDER FOR SPECIAL REPAIR WORKS TO EXISTING FIRE SUPPRESSION SYSTEM INSTALLED AT ESIC MH GURUGRAM INCLUDING SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF COMPLETE FIRE HYDRANT LINE AND FIRE ALARM SYSTEM WITH COMPLETE FINISHING

Additional Commissioner and Regional Director, ESIC Regional Office, Faridabad invites Open E-Tender from reputed agencies/contractor registered in central or state PSUs for the Installation and commissioning of firefighting system under Two Bids system for **SPECIAL REPAIR WORKS TO EXISTING FIRE SUPPRESSION SYSTEM INSTALLED AT ESIC MH GURUGRAM INCLUDING SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF COMPLETE FIRE HYDRANT LINE AND FIRE ALARM SYSTEM WITH COMPLETE FINISHING.**

TENDER SCHEDULE

Date & Time of Pre-Bid meeting	14/08/2019 (at 2:00 PM)
Last Date & Time of submission of Online Bid	04/09/2019 (up to 2:00 PM)
Date & Time of Opening of Technical Bid	05/09/2019 (at 02:30 PM)
Earnest Money Deposit Amount	Rs. 85,500/-

(If the date of opening of tender happens to be a holiday, the tender will be opened on the next working day.)

Bidders are required to upload the bid along with all supporting documents including priced part (BoQ) only on the e-tendering website (<https://etenders.gov.in/eprocure/app>) on or before the due date and time for submission of bid.

NOTE: ESIC reserves the right to extend / change the schedule of any activity by intimating the bidders through a notification on the e-tender portal.

Sd/
Additional Commissioner & Regional Director

I. BID SCHEDULE / DETAILS

Sl. No.	Item	Details
1.	Name of work	e-TENDER FOR SPECIAL REPAIR WORKS TO EXISTING FIRE SUPPRESSION SYSTEM INSTALLED AT ESIC MH GURUGRAM INCLUDING SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF COMPLETE FIRE HYDRANT LINE AND FIRE ALARM SYSTEM WITH COMPLETE FINISHING AS PER THE GUIDELINES FOR FIRE SAFETY IN HOSPITALS ISSUED BY REGIONAL FIRE OFFICE FROM TIME TO TIME.
2	Time for Completion	3 Month (Three month)
3	Estimated Cost	Rs. 42,50,936/- (Rupees Forty-Two Lakh Fifty Thousand Nine Hundred and Thirty-Six only) approximate.
4	Earnest Money Deposit	<p>The Total amount of Rs. 85,500/- (Rupees Eighty Five Thousand Five hundred only) which shall be in the form of Demand Draft or Bankers cheque in scheduled Bank issued / drawn in favour of 'ESI FUND ACCOUNT No.2', payable at FARIDABAD.</p> <p>Note: Exemption letter of EMD issued by any Government bodies are Not Valid.</p>
5	Tender Document	The tender document may be downloaded from www.esic.nic.in/tenders , and https://etenders.gov.in/e procure/app from 08/08/2019 to 04/09/2019 up to 2.00 PM Hrs.
6	Last Date of submission	<p>Technical bid and Financial bid must be submitted online at https://etenders.gov.in/e procure/app during the period 08/08/2019 from 04/09/2019 up to 02.00 PM Hrs.</p> <p>(Tender submitted by any mode other than online will NOT be considered at all and all such tenders will be rejected)</p> <p>The Evaluation of technical and financial bid submitted through online shall only be considered, however in case of any discrepancy the physical documents would be scrutinized.</p> <p>Further, only those who participated in online process the hard copy of Sealed, signed tender documents have to drop in tender box placed in the Reception counter, ESIC Regional Office, Faridabad Sec-16, Pincode-121002 from 08/08/2019 from 04/09/2019 upto 02.00 PM.</p>
7	Pre-Bid Meeting	Pre-Bid Meeting will be held on 14.08.2019 at 14:00 PM Hrs.
8	Date of opening of Technical Bidding	<p>The technical bids of tenders shall be opened in the presence of the tenderers who desire to be present on 05/09/2019 at 02.30 PM Hrs at ESIC Regional office, Faridabad.</p> <p>In case 05/09/2019 is declared a public holiday, tenders shall be opened as per above schedule on the next working day. The date for opening of Financial Bids of those bidders who are found technically qualified shall be communicated separately.</p>

II. INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the e-bidding Portal i.e., <https://etenders.gov.in/eprocure/app>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-bidding Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-bidding Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at e-bidding Portal

REGISTRATION:

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement (CPP) Portal by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class-IIIB Digital Signature Certificate (DSC) with Both DSC Components i.e., Signing & encryption to participate in the E-Tenders) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR BID DOCUMENTS:

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

PREPARATION OF BIDS:

- 1) Bidder should take into account any corrigendum/addendum published on the bid document before submitting their bids.
- 2) Please go through the bid advertisement and the bid document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be uploaded as indicated in the bid document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be uploaded as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the bid document.
- 3) Bid processing fee by e-bidding portal is NIL.
- 4) Bid Security: Bidder should submit the Bid Security as per the instructions specified in clause 19 of ITB of the bid document.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid has been given as a standard BOQ format with the bid document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid shall be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being uploaded by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data

storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key.

Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded bid documents become readable only after the bid opening by the authorized bid openers.

8) The uploaded bid documents become readable only after the bid opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

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

ASSISTANCE TO BIDDERS:

1) Any queries relating to the bid document and the terms and conditions contained therein should be addressed to the Bid Inviting Authority for a bid or the relevant contact person indicated in the bid. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:

Tel: The 24 x 7 Telephonic Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

E-Mail: [cphp-nic\[at\]nic\[dot\]in](mailto:cphp-nic[at]nic[dot]in), [support-eproc\[at\]nic\[dot\]in](mailto:support-eproc[at]nic[dot]in)

III. ELIGIBILITY CONDITIONS AS GIVEN BELOW

1. The Tenderers must have minimum seven years of experience in similar nature of work i.e., Supplying, Erection, Installation, Testing & Commissioning of Fire Hydrant & Sprinklers system with complete finishing.

2. Experience of having successfully completion of similar works (i.e., Supplying, Erection, Installation, Testing & Commissioning of Fire Hydrant & Sprinklers system complete in all respect) during last 7 years ending last day of the previous month to the one in which applications are invited should be either of the following.

- a. Three similar completed works costing not less than the amount equal to 40% of Estimated cost put to tender.
- b. Two similar completed works costing not less than the amount equal to 60% of Estimated cost put to tender.
- c. One similar completed works costing not less than the amount equal to 80% of Estimated cost put to tender.

Preference will be given to the Agencies having experience in the field of SITC of Fire Hydrant & Sprinklers system at CPWD/ State Govt. PWD/ Semi Govt./ESIC's/PSUs/MES/Railways and the agency shall produce document issued from the authorities.

Their completion certificate along with cost of the work, period and nature of work in the prescribed Performa of the department duly signed by the competent authority should be furnished online along with the technical bid. Mere submission of work order or any other document will not be entertained.

3. The Bidder should have a Registered/Branch Office in Faridabad/Delhi NCR.

4. Documents to be uploaded:

- (i) EMD in the form of bank draft of Rs.85,500/-.
- (ii) Copy of PAN Card.
- (iii) Copy of Tender Document should be signed stamped and serial numbered on all pages.
- (iv) Certificate of Incorporation/ Registration Certificate of firm/ Memorandum and Articles of Association/Partnership Deed/ Declaration of Proprietorship as case may be,
- (v) Balance sheet/ Profit & Loss Account for last three financial years (i.e., 2015-16, 2019-17, & 2017-18), ended on 31/03/18.
- (vi) Income Tax Return of the Firm for last three financial years (i.e., 2015-16, 2019-17, & 2017-18), ended on 31/03/18.
- (vii) Copy of Goods and Service Tax (GST) Certificate with latest challan.
- (viii) Technical Bid Forms self-filled.
- (ix) Copy of Integrity pact certificate.
- (x) Experience certificate of similar nature of work (i.e., Supplying, Erection, Installation, Testing & Commissioning of Fire Hydrant line & Fire alarm system complete in all respect) during last 7 years of prescribed value as per the tender document.
- (xi) Satisfactory completion certificate of similar nature of work (i.e., Supplying, Erection, Installation, Testing & Commissioning of Fire Hydrant line & Fire alarm system complete in all respect) during last 7 years of prescribed value as per the tender document.
- (xii) Registration Certificate of the firm under ESIC with latest challan/latest payment detail.
- (xiii) Registration Certificate of the firm under EPFO with latest challan/latest payment detail..
- (xiv) Annual turnover certificate which is signed by the Chartered Accountant last three financial years (i.e., 2015-16, 2019-17, & 2017-18), ended on 31/03/18.
- (xv) Valid license for Fire Hydrant System
- (xvi) Valid License/ Registration of the firm from C.P.W.Ds/ State P.W.Ds./ M.E.S./ Railways/ BSNL Civil wing or any other government body as Civil contractor, If applicable.

- (xv) The Tenderers must have to submit a undertaking on Rs.100 stamp paper that they have not been indicted for any Criminal, fraudulent or anti-competition activity and have not been blacklisted by any ESIC Institutions or any Govt. departments or otherwise.
- (xvi) ISO Certificate for Civil & Electrical works, if applicable.
- (xvii) Labour License under the Contractor Labour Act (R&A, Act 1970), if applicable.

Sealed, Signed Technical bid documents & Separate Financial Bid shall be submitted otherwise tender will not be evaluated. All the documents should be self attested and clearly visible (readable) for evaluation.

IV. INSTRUCTIONS TO THE BIDDERS

Tender form shall be completed in all respect. Incomplete tender, Conditional tender or tenders without EMD shall be treated as invalid.

- a. Non transferability: The tender is non-transferable.
- b. Subletting of the contract is not permissible without prior consent.
- c. Single bidder cannot submit multiple bids for tender.
- d. The bid shall be valid for 180 (one hundred and eighty) days from the last date of tender submission.
- e. The prices quoted shall remain valid for 90 (ninety days) from the date of opening of the Bid.

1. Earnest Money Deposit (EMD): -

1.1 The Total amount of Rs. 85,500/- (Rupees Eighty-Five Thousand Five hundred only) which shall be in the form of Demand Draft or Bankers Cheque of scheduled Bank issued / drawn in favour of 'ESI FUND ACCOUNT No.2', payable at Faridabad. The unsuccessful bidder will get only EMD amount.

Note: Exemption letter of EMD issued by any Government bodies are Not Valid.

1.2. EMD shall be placed in separate sealed cover by writing the Name of work and Location on the envelope. If the Earnest Money is not found as per the prescribed manner then Technical & Financial Bids shall not be opened.

1.3. The Last date and time for submission of the tender in tender box is 04/09/2019 at 02.00 PM Hrs.

1.4. The Site visit for work is available and can be seen on any working day during Office hours by Contacting ESIC Model Hospital, Gurugram and for any clarification regarding tender related issues/documents the bidder may Visit Regional Office, Faridabad, Sector-16 during Office hours (09:00 PM to 05:30 PM).

1.5. The Delayed / late tenders, for whatever reason, will be summarily rejected.

1.6. EMD shall remain valid for a period of 90 days. A bid received without EMD shall be rejected at the bid opening stage.

1.7. The Earnest money shall be refunded to the unsuccessful tenderers after finalization of the contract.

1.8. No interest is payable on the EMD.

1.9. The EMD may be forfeited, if a bidder withdraws his bid during the specified period of bid validity, specified in the bid documents. In the case of successful bidder, if the bidder fails to submit the agreement bond along with Performance Guarantee within time specified in the Tender document after awarding of the contract, ESIC shall without prejudice to any other right or remedy available in Law, be at liberty to forfeit the earnest money absolutely.

1.10. Letter of authorization is required to attend bid opening.

1.11. **Pre-Bid Meeting:** A Pre bid meeting shall be held on 14/08/2019 at 14:00 PM Hrs at ESIC Regional Office, Faridabad, Sector-16 to Clarify Issues connected with the tender. Interested Bidders are invited to attend the same.

2. Submission of BIDS: -

2.1. TECHNICAL BID:

Each and every page of the tender documents should bear the stamp and signature of the person whose name registration exists or he/she shall be authorized legally or any representative by clearly mentioning the name and stating that the person can sign the tender documents on his behalf.

2.2. The tenderer should take care to upload online all the information sought by the Employees' State Insurance Corporation in prescribed formats. Also, the tenderer has to upload online the scan copies of following documents along with technical bid: - **(Hard copy of the Signed & Sealed Technical Bid along with EMD have to be dropped in the tender box kept at ESIC Regional Office, Faridabad, Sector-16.)**

Documents to be uploaded: -

Bidder firms which fulfill the above eligibility conditions may upload the TECHNICAL BID along with the

- a. Scanned copy of E.M.D Amount is Rs. 85,500/-.
- b. Copy of PAN Card.
- c. Certificate of Incorporation / Shop & Establishment Registration Certificate of Firm/Memorandum and Article of Association/ Partnership Deed/ Proprietorship Deed/Declaration of Proprietorship etc. as the case may be.
- d. Balance sheet / Profit & Loss Account for last three financial years.
- e. Income Tax Return of the Firm for last three financial years.
- f. GST Registration Certificate.
- g. Proof of Experience / Satisfactory completion certificates of at least past 7 years for executing similar nature of works.
- h. Registration Certificate of the firm under ESIC & EPFO.
- i. Valid License/ Registration of the firm from C.P.W. Ds/ State P.W.Ds. / M.E.S. / Railways/ BSNL Civil wing or any other government body as Civil contractor, if applicable.
- j. Professional Tax Registration Certificate.
- k. A self-certificate that they have not been indicted for any criminal, fraudulent or anti-competition activity and has not been blacklisted by any Govt. departments or otherwise.
- l. Complete Bank Details/ Cancelled Cheque.
- m. Filled in copy of Annexure A – Profile of the contractor.
- n. Filled in copy of Annexure B – Declaration.
- o. Filled in copy of Annexure C – Details of Experience.
- p. Filled in copy of Annexure E – Check list of the Documents.

2.3 EVALUATION OF TECHNICAL BID: -

Technical bid shall be opened on the date as mentioned in NIT. The financial bid of the tender shall be opened only for the tenders, which qualify in the technical bid. The date for opening of Financial Bid shall be communicated separately.

Bid received and found valid will be evaluated by the ESIC to ascertain the best evaluated bid for the complete work /services under the specifications and documents. The tenderer should take care to submit the all the information sought by the ESIC in prescribed formats.

2.4 FINANCIAL BID (ANNEXURE-D): Financial bid must be submitted online only at <https://etenders.gov.in/eprocure/app>. The financial bid of the tenderers, whose technical bid is found to be qualified, will be opened in the presence of the tenderers, who desire to attend the opening of financial bid.

2.5 The Central Sales Tax, Local Sales Tax, VAT, Purchase Tax, turn over Tax, Service Tax, GST, ESI, EPFO or any other tax, wherever applicable, inclusive of all cess and all duties in respect of the contract, must be payable by the contractor. The ESIC will not entertain any claim what so ever in respect of the same.

2.6 The rates for each and every item shall be quoted in Figure and words in Indian currency in the financial bid enclosed in this tender document. In case of any discrepancy in rates, the rates written in words shall prevail.

2.7 The Rates quoted shall be firm, fixed and inclusive of cost of GST, ESI, EPFO, Manpower, Material, Machinery, tools and plant, duties and levies, insurance, Works contract tax, Labour Welfare cess Etc. No escalation of whatsoever nature shall be payable later on.

2.8 The Contractor has to submit the proof remittance of GST towards this work. However, the responsibility towards payment of GST lies with the contractor.

2.9 The tenderers shall produce their valid enlistment with the appropriate authority for all types of Taxes, GST, Cess, Duty, Contribution etc.

3. EMD and Signed, Sealed Hard copy of Technical bid may be dropped in the tender box placed at the reception of the ESIC Regional Office, Faridabad Sector-16, and it should be addressed to:

**THE REGIONAL DIRECTOR,
ESIC REGIONAL OFFICE, FARIDABAD,
SECTOR-16, HARYANA-121002**

4. The tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting the tenders, the form and nature of site, the means of access to the site etc. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

5. Canvassing whether directly or indirectly, in connection with tenders strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

6. The work shall remain open for acceptance for a period of 90 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance/Indent whichever is earlier or makes any modifications in the terms and conditions of the tender which are not acceptable by the ESIC and, shall be without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money.

7. RIGHTS OF ACCEPTANCE/ REJECTION: Additional Commissioner and Regional Director, ESIC Regional Office, Faridabad Sector-16 reserves the right to reject all or any tender in whole, or in part, without assigning any reason thereof.

The competent authority on behalf of ESIC does not bind himself. All the tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.

8.1. EMD shall be returned to the successful bidder after receiving Performance Guarantee from he/she/them and making Contract Agreement with him/her/them.

8.2 PERFORMANCE SECURITY DEPOSIT

The successful Tenderer will have to deposit 5% of the gross amount of value of the work as Performance Security Deposit at the time of entering into the contract. Security Deposit would be released after completion of One year plus sixty days.

9. Letter of Acceptance of tender/Work Order shall be issued in the first instance to the successful tenderer with the decision/approval of the competent authority and letter for commencement of work awarded shall be issued only after the Performance Guarantee in the prescribed form is received from the successful tenderer/contractor. In case

of failure of the contractor to furnish the Performance Guarantee within the specified period, the ESIC shall without prejudice to any other right or remedy available in Law, be at liberty to forfeit the earnest money absolutely.

10. On acceptance of the tender, the name of the accredited representative(s) of the contractor, who would be responsible for taking instructions from the Engineer-In-charge/Authority, shall be communicated in writing to the ESIC.

11. Award of work : The selection of the agency will ordinarily be done by Competent Authority on the recommendations of the Tender Committee, which however will be at the sole discretion of the ESIC which reserves its right to accept or reject any or all the proposals without assigning any reason. The contract shall be awarded to the qualified responsive tenderer who has quoted the lowest price for execution of the work and so recommended by the Tender Committee. However the unreasonable rate i.e. any rate far below estimated rate / estimated value, will be treated as unreasonable & unresponsive considering quality of work and such quote will not be accepted. Further unreasonably high rate(s), if so considered on rate analysis, etc., will also not be accepted even if the lowest among all the quoted rate(s). Upon evaluation of offers, the notification on award of contract will be intimated to the successful tenderer and work order will be issued. No tenderer/bidder shall be permitted to alter or modify the financial bid after the closing date & time of tender. In case the tenderer/bidder tries to alter or modify the financial bid after closing date, or put any condition for acceptance of work award letter during tender finalizing process, it/his tender will be cancelled and EMD will be forfeited.

12. After submission of letter of consent by the successful bidder, Security Money will have to be deposited, the agreement deed will have to be executed, and work will have to be started within 07 days from the agreement failing which the contract may be cancelled and EMD / Security Deposit would be liable to be forfeited.

We accept the above Terms and conditions in all respects without any reservation

Sign and seal of Contractor:

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V. GENERAL CONDITIONS OF CONTRACT

1. Definitions:

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 Employees' State Insurance Corporation and the legal successors in title to employees' State Insurance Corporation.
- (ii) "Engineer" means the person appointed by Employees' State Insurance Corporation to act as an Engineer for the purpose of the Contract.
- (iii) "Contractor" means an individual or firms whether incorporated or not, that has entered into contract (with the employer) and shall include his/its heirs, legal representatives, successors and assignees. Changes in the constitution of the firm, if any, shall be immediately brought to the notice of the employer, in writing and approval shall be obtained for continue performance of the contract.
- (iv) "Contract" means the conditions, the Specifications, the Bill of Quantities, the Tender, the Letter of acceptance, the Contract Agreement (if completed) and such other documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement. (As per Annexure 'H').
- (v) "Specification" means the specification of the works included in the contract and any modification thereof. The items of works shall be executed in strict accordance of CPWD specifications.
- (vi) "Drawings" means all the completion drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under this contract and all drawings, calculations, samples, patterns, models, Repair/Repairs and Maintenance Manuals and other technical information of a like nature submitted by the Contractor and approved by the Engineer.
- (vii) "Bill of Quantities" means the priced and completed bill of quantities forming part of the Tender.
- (viii) "Tender" means the Contractor's priced offer to the Employer for the execution and satisfactory completion of the works and the remedying of any defects therein in accordance with the provisions of the Contract, Specification as accepted by the Letter of Acceptance. The word Tender is synonymous with "Bid" and the words "Tender Documents" with "Bidding Documents".
- (ix) "Letter of Acceptance" means the formal acceptance of the tender by Employees' State Insurance Corporation in writing.
- (x) "Contract Agreement" means the contract agreement (if any) referred to contract agreement as per Annexure 'H'.
- (xi) "Appendix to Tender" means the appendix comprised in the form of Tender annexed to these Conditions.
- (xii) "Commencement Date" means the date from which the Contractor is directed by ESIC to start the works in writing.
- (xiii) "Time for Completion" means the time period for which the contract has been allowed to be completed by the employer to the contractor.
- (xiv) "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 removing of any defects therein in accordance with the provisions of the Contract.
- (xv) "Extra Item Price" Any items of works if it is not available in Bill of Quantities and required to be executed in the interest of completion of work.
- (xvi) "Substitute Item Price" Any items of works required to be executed in the interest of completion of work and replace by the similar item available in Bill of Quantities.
- (xvii) "Retention Money" means the aggregate of amount retained by the Employer as Security Deposit.
- (xviii) "Works" means the Permanent Works and the Temporary Works or either of them to be executed in accordance under the contract and contract specifications.
- (xix) "Site" means the places provided by the Employer to the Contractor.
- (xx) "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's Duties and Authority

The Engineer shall carry out the duties as specified in the Contract.

3. Custody and Supply of Drawings and Documents

The Drawings shall remain in the sole custody of the Employer but copies as required thereof shall be provided to the Contractor for 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. The acceptance of tender is deemed to have visited the site and made themselves conversant with the type of works incorporated in this tender.

5. Contractor's Employees

The Contractor shall provide qualified and experienced technical staff on the site of work in connection with the works and for remedy of any defects therein.

6. Engineer at Liberty to Object

The Engineer shall be at liberty to object, to remove forthwith from the Works, any person provided by the Contractor who, in the opinion of the Engineer, 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 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 immediately.

7. Safety, Security and Protection of the Environment

The Contractor shall, throughout the execution and till completion of the Works 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 lights, guards, fencing, 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 doing work activities under the contract.
- (iv) All safety rules prescribed by the Government should be complied and shall be strictly observed to execute the work and safety of manpower deployed.

8. (A) Insurance of work by the Contractor for his liability:

- (i) During the execution of the work any loss or damage to the property and life of his employee arising from a cause for which contractor is responsible.
- (ii) For loss or damage occasioned by the Contractor in the course of any work carried out by him for the purpose of complying with his obligations.
- (iii) It shall be the 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 Insurance cover at all times during the period of contract.

(B) 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 Repair 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 or in respect of any damages or compensation payable to any workman under Compensation Act 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.

10.1 Evidence and Terms of Insurance

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

10.2 Compliance with Statutes and Regulations:

The Contractor shall conform in all respects, including by giving all notices and paying of all fees/charges, 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 Contractor shall keep the Employer indemnified against all penalties and liabilities of every kind for breach of any such provision.

(c) Any changes required for approval due to revision of the local laws.

11. Default contractor in Compliance

In case of default on the part of Contractor in carrying out such instruction within the time specified therein or, if none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs 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 payments due or to become due, to the Contractor and the Engineer shall notify the Contractor accordingly.

12. Time for Completion

The time limit of work shall be as mentioned in the letter of commencement/Work Order and shall start from the date of issue of letter or as informed by through Letter/Work Order or as decided by Additional Commissioner.

13. Extension of Time for Completion

The extension of the period for completion of work can only be granted on the valid and unavoidable grounds by the competent authority as per same terms and conditions of Contract and based on the requirements of Employer/Users.

14. Termination of Contract:

The employer reserves it's right to terminate the contract/works by giving 15 days notice at any time during currency of the contract, if the services of the contractor are not found satisfactory as per the opinion of employer or his representative for which no claim or compensation shall be entertained by the Employer.

15. Defect Identification and its rectifications

Contractor shall immediately attend the defects and complaints after getting intimation at site. Defect Liability period shall be 12 months from the date of completion of work under Bill of Quantities for 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 executed by the Employer through other means as deemed fit, at the risk and cost of the contractor.

16. Compensation for Delay

If the Contractor fails to complete the work in time then the Employer can impose liquidated damages on the contractor @ 1% per day maximum of 10 % of estimated cost.

17. Contractor's Failure to Carry out Instructions

In case of default on the part of the Contractor in carrying out defect rectification works, the Employer shall be entitled to employ and pay other persons/agency to carry out the same and if such work, in the opinion of the Employer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall be determined and recovered from the Contractor by the Employer and may be deducted from any payment due or to become due to the Contractor.

18. Instruction for Variations

Quantities given in the Bill of Quantity may increase or decrease from the provision of contract quantity being estimated quantities. The quantity of any particular item may vary to any extent. Variation in quantity in particular items or overall cost, does not entitle contractor to claim for any extra rate then tendered.

19. Method of Measurement

The Engineer shall determine by measurement of the value of actual work done in accordance with the Contract and shall be paid proportionately. The works shall be measured net, notwithstanding any general or local custom, except where otherwise provided in the Contract. The method of measurements shall be followed as per the CPWD Norms / Specifications.

20. Certificates and Payments

Payment will be made only after completion of the work in all respects certified by Junior Engineer Civil/Electrical and after obtaining satisfactory certification by authorized representative of ESIC. No Advance payment or Running Account bill shall be made.

Payment will be made on actual work performed.

Bills in duplicate may be sent in the name of the Additional Commissioner and Regional Director, ESIC Regional Office, Faridabad Sector-16.

21. Deduction of Income tax

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

22. Performance Guarantee:

Within 10 days of issue of letter of Work Order/Intent of Work/acceptance of tender, the Contractor shall submit a Performance Guarantee @ 5% of the Value of Contract amount for proper performance of the Contract in the form as specified in the contract.

The performance security can be en-cashed 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.

23. 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.

24. Amicable Settlement of Dispute:

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

25. Any of the Clauses/Conditions which have not been covered in this contract General clauses/conditions of contract, CPWD 2014 will be referred and Will apply.

26. 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 of 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 Sole Arbitrator appointed by the Chief Engineer, Employees' State Insurance Corporation, who shall proceed as per the Arbitration Act, 1996.

26.1 The Work under the contract shall continue, during the Arbitration proceedings.

26.2 The award of the Arbitrator shall be final, conclusive and binding on both the parties (the Employer and the Contractor).

27. 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.

We accept the above Terms and conditions in all respects without any reservation

Sign and seal of Contractor:

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VI. PARTICULAR CONDITIONS OF THE CONTRACT

1. ESIC Model Hospital, Gurugram, Haryana is a 100 Bedded Hospital. Contractors are advised to visit the site and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting. He may also contact Junior Engineer Civil/Electrical posted at the Hospital to know the exact work to be executed.
2. The Quantity indicated in the Bill of Quantities (BOQ) are only tentative and shall be executed only at the sole discretion of ESIC.
3. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor should furnish Rate Analysis for scrutiny of the rates by ESIC, if required.
4. Rates should include all Taxes, Duties, Levies, Wages as per Act, Loading, unloading, transportation of materials to site, carting away the debris etc. and should be firm for the entire contract period. No escalation of rates will be allowed for the entire contract period and extended time if any on any account.
5. Materials used should conform to relevant National/International Codes.
6. Specifications and Method of Measurements shall be followed as applicable. However, in the absence of the same and / or in case of any discrepancy, the decision of ESIC will be final.
7. The Contractor should obtain necessary permission that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
8. Any items not covered in the schedule of Quantities of the Contract Document shall be paid as per Standard Scheduled Rates (DSR / MR), if not available the at the rate as per Rate Analysis based on the market prices supported by documentary proof with 15% towards Contractor's Overhead charges, plus Work Contract Tax as applicable. The Rate Analysis shall be submitted by the Contractor for scrutiny and approval of ESIC.
9. All the Standard conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.
10. The entire work is required to be completed as specified in the Tender.
11. The Contractor should be responsible to fulfill all the obligations in connection with the workers employed by the contractor for the purpose of the Contract and all the Statutory and other liabilities, if any including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.
12. The Contractor or his authorized representative should visit the site regularly and if necessary, meet ESIC's Official with prior appointment for any clarifications and to receive instructions, take measurements, etc. at the site.
13. The Contractor shall be fully responsible and shall compensate ESIC with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees, or workmen. The decision of ESIC in this regard shall be final and binding.
14. Any act of indiscipline / misconduct / theft / pilferage /l careless activities on the part of any employee engaged by the Contractor resulting in any loss to ESIC in kind or cash will be viewed seriously and ESIC will have the right to claim damages or levy fine and/or terminate the Contract forthwith, if necessary.
15. In case of any default or failure on Contractor's part to comply with all / anyone of the Terms / Conditions, ESIC reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/ s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.
16. If any dispute arises on any matter concerning this Contract, the decision of ESIC shall be final and binding.
17. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the Occupants.
18. The work should be carried out with least inconvenience to Hospital and its premises. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by ESIC in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants etc.

19. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies on behalf of ESIC. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to ESIC
20. The Contract can be terminated by ESIC on 15 days' notice if services are found to be unsatisfactory.
21. On-site storage space will be provided to the Contractor subject to availability. ESIC will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space and sheds as per exigency after making good the area dean without any extra cost to ESIC
22. The Contractor shall provide everything necessary for the proper execution of the works. ESIC will not supply any transportation & packaging and materials or any other equipment. materials, labor, etc. and no payment in this respect will be made by ESIC The Contractor shall supply, and maintain suitable single or double bamboo/MS scaffoldings with working plat forms at all levels, T&P etc. in service duct or any other area if required at his cost during the execution of any work and remove them as soon as the work is completed without any damage to existing structure/fittings/fixtures.
23. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of ESIC.
24. Any defect which may appear within the **Defect liability Period** after the Virtual completion of work should be rectified by the Contractor at his cost and risk and only thereafter the Security Deposit will be refunded to the Contractor
25. The Earnest Money Deposit (EMD)/ Performance Security Deposit (PSD) will not bear any interest. If the bidder withdraws his Tender before expiry of the validity period of the bidder or if the Contractor fails to execute / complete the works satisfactorily, ESIC has the right to forfeit the EMD / SO. Any Tender not accompanied by the EMD will be rejected. The EMD of all the unsuccessful bidders will be refunded.
26. The EMD already with ESIC shall be taken into account and adjusted towards Performance Security Deposit (PSD) while settling the Final Bill. The PSD will not bear any interest. The PSD will be refunded after Defect Liability Period from the date of Virtual Completion of works provided the Contractor has satisfactorily carried out all the rectification works and attended to all defects to the satisfaction of ESIC.
27. Defects LIABILITY period: One year from the date of Virtual Completion of works certified by ESIC Engineer-In-charge.
28. Validity of Tender: Three months from the date of opening of Tender.
29. The dismantled materials recovered due to execution of this work shall be the property of ESIC and the contractor should handover the same to ESIC.
30. **PAYMENT: The contractor shall be entitled to receive payment only after completion of work of the contract in all aspects and after submission of the bill with joint measurements with the Engineers of ESIC. The Payment shall be released through ECS/NEFT payment system only in the bank account of the contractor after necessary deductions of statutory dues, etc. duly certified by the Engineer-In-charge.**

We accept the above Terms and conditions in all respects without any reservation.

Sign and seal of Contractor:

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VII. SPECIAL CONDITIONS OF THE CONTRACT

1. The Tender is strictly on Item Rate basis.
2. **Tenderers are advised to visit the site at their cost, conduct inspection with Junior Engineer Civil/Electrical ESIC of existing conditions so as to familiarize themselves with the site conditions, nature of works etc. and get all clarifications as necessary from ESIC during pre-bid meeting before quoting the rates.**
3. **The Testing & Commission works have to be executed meticulously without causing any damages to the properties of ESIC.**
4. Special care shall be taken by providing suitable covers like tarpaulins, polythene sheets etc. to prevent water leakage, dust nuisance and for protecting furniture, workstations, computers, costly equipment's etc., if any in the influence area of his work in the premises. The work shall be carried out without any inconvenience to the occupants, the rates quoted shall include all the above precautions and for handling and re-arranging the furniture etc. and place in its original position after completion of work and any damage to property caused by the Contractor shall be made good by the Contractor at his cost. The contractor has to wash and clean the floors in the influence area of his activities at his cost after his daily completion of work.
5. The Contractor shall make necessary arrangement for watch and ward of his materials, tools, machines, etc. stored for the execution of the work at his own risk and cost and ESIC will not be responsible on any account.
6. The tenderers should quote their rates strictly adhering to Terms and Conditions stipulated in the Tender Document. Unsolicited correspondence after opening of the Tender shall not be entertained. Conditional/ deviated Tenders may be rejected without making any reference to the bidders.
7. No tenderer will be allowed to withdraw his Tender during the validity period. Subletting of the Contract is not permitted.
8. If the last date of receipt of Tender is a holiday, then submission of Tender shall be shifted to next working day without change of time and venue.
9. No advance shall be paid towards mobilization and cost of materials.
10. No compensation shall be admissible for any loss suffered by the Contractor during the execution of the work. It shall be the Contractor's sole responsibility to protect ESIC's staff and its employees against accidents from any cause and the contractor shall indemnify ESIC against any claims for damage for injury to person or property, resulting from any such accidents with necessary Insurance cover.
11. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor at his risk and cost and if necessary, through suitable Insurance cover.
12. The contractor at his cost and risk should shift / displace the Hospital's furniture / fixtures etc. as per the needs to facilitate the job during the time of work and should re-shift the goods at its initial place without any damage.
13. The Contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per Rules and Regulations in force.
14. The Contractor shall engage necessary qualified and experienced supervisory staff at his cost during the execution of the work for attending to day to day affairs. He shall keep record of daily work schedule and keep inform the progress to the Department or Engineer on daily basis.

15. The Contractor shall submit the bills along with the accepted and jointly recorded measurements with Architect/consultant deputed by the ESIC Engineer and duly certified by the consultant/ ESIC's Engineer.

16. Notwithstanding anything stated above, ESIC reserves the right to assess the Bidders capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall

17. The decision of ESIC in awarding the work shall be final and cannot be subjected to arbitration.

18. ESIC reserves the right to accept/ negotiate / reject any Tender either in whole or in part without assigning any reasons therefore whatsoever and without entering into any further correspondence and hence, ESIC shall be under no obligation to accept the lowest or any other Tenders received in response to this Tender. The decision of ESIC in this regard shall be final and undisputable.

19. ESIC also reserves the right of supersession of any of the conditions, stipulated in the Tender Document.

20. Rates quoted by the contractor shall be as indicated in the Tender and is firm throughout the contract period and extended period if any.

21. Any goods found defective after purchase should be replaced free of cost to the satisfaction of ESIC authorities failing to which the cost will be deducted from/Performance Security Deposit furnished by selected vendor.

DECLARATION BY THE CONTRACTOR

We/I have read and understood all the instructions / conditions made above and we / I have taken into account the above Instructions / Terms and Conditions while quoting the rates.

We / I accept all the above Terms and Conditions without any reservation, in all respects.

Sign and seal of Contractor:

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VIII. SCOPE OF WORK

The scope of work shall include the following:

- i. **Complete Scope of Work:** e-TENDER FOR SPECIAL REPAIR WORKS TO EXISTING FIRE SUPPRESSION SYSTEM INSTALLED AT ESIC MH GURUGRAM INCLUDING SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF COMPLETE FIRE HYDRANT LINE AND FIRE ALARM SYSTEM COMPLETE IN ALL RESPECT AS PER THE GUIDELINES FOR FIRE SAFETY IN HOSPITALS ISSUED BY REGIONAL FIRE OFFICE FROM TIME TO TIME AND OBTAINING FIRE N.O.C. INCLUDING ONE YEAR COMPREHENSIVE MAINTAINANCE CONTRACT AFTER OVER OF DEFECT LIABILITY PERIOD OF ONE (01) YEAR.
- ii. Hydrant / Sprinkler pipelines to be tested Hydrostatically at 200 PSI (13.8 bar) pressure with 7.5 HP, 900 LPM portable pump and leakages if any to be detected and rectified by ARC Welding.
- iii. Testing and leakage rectification work to be performed in part by part manner i.e., pipeline system to be divided in small areas as possible for testing and rectification work as it should not cause any inconvenience to the Hospital and its day to day work.
- iv. All hydrants, internal and external and sprinklers should be operated to check the operational readiness of the system.
- v. Look for damages to components / sprinklers and attend/rectification work to be carried as required.
- vi. All materials or any part(s) of existing Fire system which is required to be replaced shall be from the same manufacturer / supplier who have provided the original equipments/parts.
- vii. 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 and as per the direction of Engineer-in-charge.
- viii. Delivery of entire material to the work site including packing, handling, transporting, loading/ unloading, clearing etc. shall be in the scope of the agency.
- ix. Contractor has to provide service including all spares, etc. during defect liability period.
- x. All engineering tools, equipments, labour, and permits required for satisfactory completion of the work to be provided the agency/contractor.
- xi. To perform any special tests as required by the local fire codes.
- xii. Clean the internal hydrant points at all the floors. See that these spaces are not misused for dumping rubbish or for storage.
- xiii. Any other work related to but not specifically mentioned above, required for completion of the job as per the intent and scope of work.
- xiv. All Locks and Keys of Indoor and Outdoor Fire Hydrant cabinets have to be serviced and universal key have to be provided.
- xv. **The agency/contractor has to obtain fire NOC from local fire office at its own & the corporation will not pay any extra amount on this account. However, any correspondence as a user/client will be in the scope of ESIC.**
- xvi. The agency/contractor shall provide for the period of one (01) year after the lapse of defect liability period of one (01) year.
- xvii. The contractor have to intimate the ESIC authorities in writing regarding any major planned work/activity with 48 hrs. notice so that the normal hospital services may not affect adversely due to sudden execution of these work/activities.
- xviii. Any other works required to complete the work which is mandatory to be performed in the opinion of Engineer-in-charge shall also be done by the agency/contractor.

We accept the above Terms and conditions in all respects without any reservation.

Sign and seal of Contractor:

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PROFILE OF THE AGENCY/CONTRACTOR

	Name of Tendering Company / Firm			
	Name of the Owner / Partners / Directors			
	Full particulars of Office			
	(a) Address			
	(b) Telephone No.			
	(c) Fax No.			
	(d) e-Mail id:			
	Full Particulars of the Bankers of Company / Firm / with full Address / Tel. No.			
	(A) Name of the Bank			
	(B) Address of the Bank			
	(C) Account No.			
	(D) Branch Code.			
	(E) IFSC Code.			
	(F) MICR Code.			
	Registration details			
	(i) PAN / GIR No.			
	(ii) GST Registration No., if any			
	Details of Financial Statement, Profit & Loss Statement during the last three years.			
Sl. No.	Financial Year	Income in Rs.	Expenditure in Rs.	Net Profit/Loss in Rs.
a.				
b.				
c.				

I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief.

Signature of Owner/Managing
Partner/Director

Date:

Name

Place

Seal

DECLARATION

I, _____ Son / Daughter of Shri. _____,
Proprietor / Partner / Director / Authorized Signatory of a competent to sign this declaration and execute this
tender document.

I have carefully read and understood all the term and conditions of the tender and hereby convey my
acceptance of the same. 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 documents would lead to rejection of my tender at any stage besides liabilities
towards prosecution under appropriate law.

I / We hereby confirm that we have not been blacklisted by any of the Government/State/Central/PSUs in any
respect of the service rendered, in contrary the Hospital discovers/comes to the notice of the Hospital we are
aware that Tender/Contract will be terminated & Security Deposit would be forfeited.

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. I
/ We shall provide supply of water through tankers as per the terms and conditions of the Tender.

Signature of Owner/Managing
Partner/Director

Date:

Name

Place

Seal

The above declaration duly signed and sealed by the authorized signatory of the agency, should be uploaded
with the tender.

DETAILS OF EXPERIENCE

Details of work Experience of similar nature in reputed organizations preferably in a Govt. office/State Govt. Office/Attached Office/PSU Departments/Autonomous Bodies/Private Sector in the last three years.

Sl. No.	Name and address of the Organization	Period of contract		Value of Contract
		From	To	

(Use Separate sheet if required and the above details should be supported with copies of necessary completion/ work done documents.)

Signature of Owner/Managing
Partner/Director

Date:

Name

Place

Seal

FINANCIAL BID

Sl. No.	Ref Code KPWDSR/ DSR/MR	Description of Items	Unit	Qty	Rate per unit (in both figures and words)	Amount in Rs. (in Figures)
A. Estimate for Fire Alarming System at ESIC Hospital Gurugram						
1	17.1.1	Supplying, installation, testing & commissioning of heat detector operating at 54°C/57°C with rate of rise cum fixed temperature (dual thermistor) type with mounting base complete with all connection etc. as required.	Nos	200		
2	17.1.2	Supplying, installation, testing & commissioning of smoke detector with built-in LED and mounting base complete with all connections etc. as required	Nos	250		
3	17.1.3	Supplying, installation, testing & commissioning of manual call boxes of MS construction in surface/recess with stainless steel chain & hammer assembly complete with glass and push button etc. as required.	Nos	25		
4	17.1.5	Supplying, installation, testing & commissioning response indicator on surface/recess MS box having two LEDs metallic cover complete with all connections etc. as required.	Nos	200		
5	MR	Repairing of 2 Nos. Repeater Panel (Agni Make) with 4 Nos. 7 AH 12V Batteries.	Nos	2		
6	MR	Repairing of 1 No Fire conventional indication panel (Agni Make) with 2Nos. 7 AH 12V Batteries loop card, switches, Display, etc.	Nos	1		
7	17.1.6	Supplying. installation, testing & commissioning fire alarm sounder with facility to make announcement, mounted in M.S. box (16 SWG) with hinged cover plate & suitable for operation with amplifier i/c line matching transformer etc. complete as required.	Nos	25		
8	1101	1.5 sq. mm ISI marked, FRLS PVC insulated, single cone copper conductor cable.	Nos	1000		
9	1224	20 mm dia. ISI marked, PVC conduit	Nos	1000		
(A) Total cost of Fire Alarming System						
B. Estimate for Fire Fighting System at ESIC Hospital Gurugram						
1	6	Providing laying, testing & commissioning of 'C' class heavy duty MS Pipe conforming to IS 1239/3589 i/c fittings like elbows, tees, flanges, tapers, nuts bolts, gaskets etc. in ground including welding, excavation & providing cement concrete blocks as supports, anticorrosive treatment with oaltar/asphalt tape as per IS 10221, refilling the trench etc. of following sizes complete as required.				
	6.2	➤ 150 mm dia	Mtr.	1000		

2	7	Providing, laying, testing & commissioning of 'C' class heavy duty MS pipe confronting to IS 3589/IS 1239 including Welding, fittings like elbows, tees, flanges, tapers, nuts bolts, Baskets etc. and fixing the pipe on the wall/ceiling with suitable clamp/ support frame and painting with two or more coats of synthetic enamel paint of required shade complete as required:				
	7.7	➤ 100 mm dia	Mtr.	500		
3	11	Supplying, fixing, testing and commissioning of butterfly valve of PN 1.6 rating With bronze/ gunmetal seat duly ISI marked complete with nuts, bolts, washers, gaskets conforming to IS 13095 of following sizes as required				
	11.4	➤ 80 mm dia	Set	2		
	11.5	➤ 100 mm dia	Set	2		
	11.6	➤ 150 mm dia	Set	4		
4	17	Supplying and fixing first-aid Hose Reel with MS construction spray painted in post office red, conforming to IS 884 complete with the following as required: 20 mm nominal internal dia water hose thermoplastic (Textile reinforced) type -2 as per IS: 12585. 20 mm nominal internal dia gun metal globe valve & nozzle. Drum and brackets for fixing the equipments on wall. Connections from riser with 25 mm dia stop gun metal valve & M.S. Pipe and socket.				
	17.2	➤ 40 m	Set	10		
5	18	Supplying & fixing 63 mm dia gun metal short branch pipe with 20 mm nominal internal diameter size nozzle conforming to IS 903 suitable for instantaneous connection to interconnect hose pipe coupling as required.				
	18.1	➤ Gun Metal	Nos.	10		
6	19	Supplying and fixing of fire brigade connection of cast iron body with gun metal male instantaneous inlet couplings complete with cap and chain as reqd, for suitable dia MS pipe connection conforming to IS 904 as required:				
	19.2	➤ 4 way - 150 mm dia M.S. Pipe	Nos.	1		
7	4201	Fire Hydrant single outlet gunmetal NB inlet brass spindle 63mm female instantaneous/outlet with PVC blank cap and GI chain as per IS:5290 (ISI Marked) Single head gunmetal hydrant valve	Nos.	10		
8	16	Supplying and fixing 63 mm dia, 15 m long RRL hose pipe with 63 mm dia male and female couplings duly bound with GI wire, rivets etc. conforming to IS 636 (type-A) as required				
	16.1	➤ Gun Metal	Nos.	12		
9	14	Providing, installation, testing and commissioning of				

		non-return valve of following sizes confirming to IS: 5312 complete with rubber gasket, GI bolts, nuts, washers etc. as required.				
	14.4	➤ 80 mm Dia	Set	1		
	14.5	➤ 100 mm Dia	Set	2		
	14.7	➤ 150 mm Dia	Set	2		
10.	8510	Metal Primer (U.G.)	litre	35		
11.	845	Roofing paint for iron sheets in red colour	litre	35		
12	MR	Brass Set Up Nonie of Hose Reel	Nos.	27		
13	MR	Pressure Gauge 150 mm	Nos.	5		
14	MR	Pressure Gauge 100 mm	Nos.	5		
15	MR	Repairing of Air Vessel with air release valve on top and flanged connection to riser, drain arrangement with gun metal wheel valve with required accessories, pressure gauge and painting with synthetic enamel paint of approved shade as required.	Nos.	3		
16	MR	Repairing & servicing of 2 nos fire pumps (Jockey & main hydrant) with all electromechanical parts	Nos.	2		
17	MR	Supply of new MS Hose Box (Two Door) of Size: 750 mm X 600 mm X 250 mm	Nos.	8		
18	MR	Repairing of FHC door with New Glass with lock	Nos.	11		
		(B) Total cost of Fire fighting system				

Total (A + B) = _____

Quoted Rates:

- i) The Tenderer are required to taken into account while quoting their rates, all factors including any fluctuations in the Market rates etc., No claim will be entertained on this account after acceptance of the tender or during the currency of the contract.
- ii) The quoted rates should be inclusive of Supply, Install, Testing, Commissioning with complete finishing as per the Fire Safety Guidelines are issued by Regional Fire Office, Faridabad from time to time.
- iii) The quoted rates should be inclusive of GST.
- iv) The quoted prices shall be inclusive of all taxes, duties, work contract tax, etc, if any.
- v) Please note that, for finalization of contract, the Tenderer whose bid price is the least in comparison to the other bid price shall be considered as the successful Tenderer.

I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.

Signature of Owner/Managing
Partner/Director

Date:

Name

Place

Seal

CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE TENDER

Kindly confirm the enclosure of all the below listed documents without which the technical-bid may be treated as non-responsive.

Sl. No.	Items	Confirm (Yes/No)
1	Earnest Money Deposit	
2	PAN Card.	
3	GST Registration Certificate.	
4	Balance sheet / Profit & Loss Account for last three financial years.	
5	Income Tax Return of the Firm for last three financial years.	
6	Proof of Experience / Satisfactory completion certificates	
7	The Bidder should have a Registered/Branch Office in Faridabad.	
8	Contractors shall have all valid licenses pertaining to to the scope of work included in the Tender document.	
9	Registration Certificate of the firm under ESIC & EPFO.	
10	Annexure A – Profile of the contractor.	
11	Annexure B – Declaration.	
12	Annexure C – Details of Experience.	
13	Tender form with complete technical bid with all pages serially numbered, signed and stamped on each page.	

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

To

**The Regional Director
ESIC Regional Office, Faridabad
Panchdeep Bhawan, Sector- 16,
Haryana – 121002**

Subject: Authorization for attending bid opening on _____ (date) in the
Tender of _____.

Following persons 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 when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

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

To,

**The Regional Director
ESIC Regional Office, Faridabad
Panchdeep Bhawan, Sector- 16,
Haryana – 121002**

Subject: Special Repair Works to Existing Fire Suppression System installed at ESIS MH, Gurugram including Supply, Installation, Testing & Commissioning of complete Fire Hydrant Line and Fire Alarm System with complete finishing.

Sir,

1. I / We acknowledge that ESIC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender / bid document.
2. I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I / We will stand disqualified from the tendering process. I / We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.
3. I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender / bid is finally accepted by ESIC. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article – 1 of the enclosed Integrity Agreement.
4. I / We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender / bid, ESIC shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the tender / bid in accordance with terms and conditions of the tender / bid.

(Signature of the Bidder)

Name and Address of the Bidder.

(INTEGRITY PACT DOCUMENT)

(To be executed on plain paper and signed by the bidders as 2nd part before uploading as bid document.

ESIC as 1st part will sign this IP at later stage after opening of bids)

PRE-CONTRACT INTEGRITY PACT

General

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

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

Objectives

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

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

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

Commitments of the Buyer

4. The Buyer Commits itself to the following: -

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

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

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

5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means

and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

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

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

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

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

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

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

and the details of services agreed upon for such payments.

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

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

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

7. Previous Transgression

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

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

8. Earnest Money/Security Deposit

8.1. Every bidder, while submitting commercial bid, shall deposit an amount* as specified in the Tender Document as Earnest Money/Security Deposit, with the buyer through any of the following instruments: - Bank Draft in favour of the **"ESIC Fund A/C No.- 2" Payable at Faridabad.**

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

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

12. Examination of Books of Accounts

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

13. Law and Place of Jurisdiction

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

14. Other Legal Actions

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

15. Validity

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

15.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

ESIC R.O, FARIDABAD (1st Party)

BIDDER (2nd Party)

Witness

1. _____

2. _____

Witness

1. _____

2. _____

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

1. In consideration of the ESIC Regional Office, Faridabad having agreed under the term and conditions of the Agreement No.- datedmade between ESIC Regional Office, Faridabad and Second Party (hereinafter the said Construction Agency for the workhere in after called the said agreement) to production of irrevocable bank guarantee for Rs..... (Rupees.....) as a security/Guarantee from the Construction 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 Regional Office, Faridabad an amount not exceeding Rs..... (Rupees only) on demand by the ESIC Regional Office, Faridabad.

2. We do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the ESIC Regional Office, Faridabad 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).

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

4. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would taken for the performance of the said agreement and that it shall continue to enforceable till all the dues of the ESIC Regional Office, Faridabad 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 certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Second Party and accordingly discharges this guarantee.

5. We..... (Indicate the name of Bank) further agree with the ESIC Regional Office, Faridabad that. The ESIC Regional Office, Faridabad shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the 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 form 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 Regional Office, Faridabad or any indulgence by the ESIC Regional Office, Faridabad 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.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.
7. Welastly undertake not to revoke this guarantee except with the previous consent of the ESIC Regional Office, Faridabad in writing.
8. This guarantee shall be valid up toUnless extended on demand by ESIC Regional Office, Faridabad. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupeesonly) 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 ofFor
 (Indicate the name of bank).

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

CERTIFICATE

Certificate of Non-Participation of near Relatives in the tender

I _____,

S/O _____, R/O

_____ hereby certify that none of my relative(s) is/are employed in ESIC as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, ESIC Regional Office, Faridabad 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 Bidder

Name (caps) _____

Position _____

Date _____

To,

**The Regional Director
ESIC Regional Office, Faridabad
Panchdeep Bhawan, Sector- 16,
Haryana – 121002**

(TO BE TYPED ON A LETTER HEAD)

UNDERTAKING

To,

**The Regional Director
ESIC Regional Office, Faridabad
Panchdeep Bhawan, Sector- 16,
Haryana – 121002**

Subject: Special Repair Works to Existing Fire Suppression System installed at ESIS MH, Gurugram including Supply, Installation, Testing & Commissioning of complete Fire Hydrant Line and Fire Alarm System with complete finishing.

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in 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 abide by the said terms and conditions.
3. I/We 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 execution of work of Annual Repair and Maintenance of Civil Electrical works at ESIC Medical College & Hospital, Faridabad shall be ensured by our Agency, as well as any other assignment considered by the Regional Director, ESIC Regional Office, Faridabad.
5. 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.
6. I/We do hereby undertake that our Agency / Firm is never debarred/ blacklisted by any of the ESIC Institution / Office anywhere in India.

(Signature of the Bidder)

Name and Address of the Bidder:-

Telephone No.:-