



क.रा.बी. स्ना.चि. वि. एवं ग.प्र., क.रा.बी. नि. चि. म. तथा
क.रा.बी. नि. हा. एवं पे. रो. के. (पू. अ.), जोका
क. रा. बी. स्ना. चि. वि. एवं अनु. सं., क. रा. बी. नि. आ. म.
तथाक. रा. बी. नि. अ. एवं वृ. रो. के. (पू. कषे), जोका
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)
ESI-PGIMS, ESIC MEDICAL COLLEGE AND ESIC
HOSPITAL & ODC(EZ), Joka
(Ministry of Labour & Employment, Govt. Of India)



डायमंडहारबोररोड, कलकता-७००१०४
डायमंड हारबोररोड, कलकता-७००१०४
DIAMOND HARBOUR ROAD, KOLKATA – 700 104
PHONE NO. – 033 24671764/2799/6280
FAX NO. – 033 24672795/6289
E-mail – ms-odckolkata@esic.in
Website – www.esichospitals.gov.in

GEM Tender No. 412.W.17/13/CAMCOFKIRLOSKAR DGSET/ELECTRICAL/2025

Place :- ESIC- MEDICAL COLLEGE & HOSPITAL, DIAMOND HARBOUR ROAD, P.O. JOKA, KOLKATA-700 104, Fax: 033 2467 2795, Phone: 033 2467 2799 / 6280 / 1764

Job:- Invitation of GEM E-tender for Comprehensive annual maintenance contract of DG SET : Make Kirloskar, capacity 1 Nos. 125KVA, 68 KW Fire DG set *2 Nos for one year 2025-2026.

From: The Dean,
ESIC Hospital and O.D.C. (E.Z),
Diamond Harbour Road,
P.O.: Joka, Kolkata: 700 104.

To: _____

Sir(s),

The Dean invites open Gem e-tender for **Comprehensive annual maintenance contract of DG SET : Make Kirloskar, capacity 1 Nos. 125KVA, 68 KW Fire DG set *2 Nos for one year 2025-2026.**

(Two bid system) at ESIC Hospital and Medical College, Joka. The “Tender Documents” comprising the General Terms and Conditions of Contract (Annexure I), Tender Application Form (Annexure II) and the Schedule of contract / specifications of items/ proforma for quoting rates (Annexure III) are enclosed herewith. If you are in a position to quote for the contract in accordance with the requirements stated in the attached schedule, please submit your quotation to this office.

E-Tenderers are requested that, before quoting their rates or filing tender, the tender form may please be read out thoroughly (line by line), otherwise purchaser will not be held responsible for any error / oversight of his own.

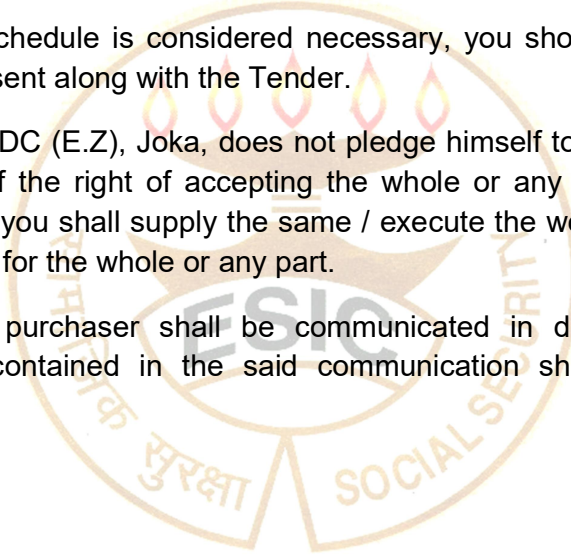
The form is a Standard Form of Tender. Certain clause / clauses may not be applicable in some cases. So, Tenderers are requested to ignore such clause / clauses, which are not applicable in the instant case.

All the payment shall be made by **Demand Draft drawn in favour of ESI Fund A/c No.1, payable at kolkata; Cheques/cash will not be accepted.**

If any modification of the schedule is considered necessary, you should communicate the same by means of separate letter sent along with the Tender.

Dean, ESIC Hospital and ODC (E.Z), Joka, does not pledge himself to accept the lowest or any tender and reserve to himself the right of accepting the whole or any part of the tender or portion of the quantity offered and you shall supply the same / execute the work at the rate quoted by you. You are at liberty to tender for the whole or any part.

Acceptance by the purchaser shall be communicated in due course. You are requested that the instructions contained in the said communication should be acted upon immediately / as asked for.





ক.রা.বী. স্না.চি. বি. এবং গ.প্র., ক.রা.বী. নি. চি. ম. তথা
ক.রা.বী. নি. হা. এবং পে. রো. কে.(পূ. অ.),জোকা
ক. রা. বী.স্না. চি.বি.এবংঅনু. স., ক. রা. বী. ন.আ. ম.
তথাক. রা. বী. ন.অ. এবংব. রো. কে. (পূ. কপে),জোকা
(শ্রম এবং রোজগার মন্ত্রালয়,ভারত সরকার)
ESI-PGIMSR, ESIC MEDICAL COLLEGE AND ESIC
HOSPITAL & ODC(EZ), Joka
(Ministry of Labour & Employment, Govt. Of India)



ডায়মন্ডহারবাররোড,কলকাতা-৭০০১০৮
ডায়মন্ড হার্বর রোড,কলকাতা-৭০০১০৪
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Scope of work :

Description of works:-	1 year Estimated Cost 2025- 2026	Total Estimated Cost 2025- 2026	EMD 2 %	Rate submitted / quoted
Comprehensive annual maintenance contract of DG SET : Make Kirloskar, capacity 1 Nos. 125KVA,68 KW Fire DG set *2 Nos for one year 2025-2026.	Rs 525100/-	Rs 525100/-	Rs 10502/-	Submitted [Yes/No]

**Comprehensive annual maintenance contract of DG SET : Make Kirloskar, capacity 1 Nos.
125KVA,68 KW Fire DG set *2 Nos for one year 2025-2026.**based on performance of the
OEM/Authorized Service Provider on same quoted rate.

Equipment detail

DG SET : Make KIRLOSKAR, capacity 3 Nos. 500KVA

DG set No	Location	Make	Capacity(in KVA)	Engine Model Number	Engine Serial No
1	Substation 1&2	Kirloskar	125	6R1080TA	6H35381001405
2	UGT 1	Kirloskar	85HP	4R1040T	H270916
3	UGT 2	Kirloskar	133HP	6R1080T	6H249016

Low side Equipment

1. Connected to **AMF Panels (Auto Mains Failure)** or **ATS (Automatic Transfer Switch)**.
2. Routed through **circuit breakers, protection relays, bus bars** to the LT distribution panel.

KIRLOSKAR /Authorized Services Provider shall check and render preventive maintenance service to all the equipment every 3 months i.e., four times in a year during the currency of the contract. KIRLOSKAR /Authorized Provider will also attend/arrange to attend all normal break-downs if any, on call basis.

Comprehensive Annual Maintenance Contract (AMC)

For Kirloskar Diesel Generator (DG) Sets

A. Quarterly Preventive Maintenance (4 Visits per Year)

1. Conduct quarterly visits to inspect and verify the operating parameters of all KIRLOSKAR DG sets.
2. Review previous months' operating log records and alarm/event history.
3. Clean electrical panels using an air blower during each quarterly visit.
4. Inspect system operating pressures, coolant levels, and temperature settings to ensure proper engine performance.
5. Check for signs of fuel, oil, coolant, and exhaust leakage.
6. Inspect the operation of all safety controls and the microprocessor-based control panel.
7. Tighten all electrical contactor terminals.
8. Inspect starter motors, alternators, and associated interlocks.
9. Clean all electrical connections.
10. Attend to minor faults and breakdowns as and when reported.
11. Inspect engine mountings for secureness and physical damage.
12. Test secureness of all major mounting bolts and tighten as necessary.
13. Measure and record battery voltage, alternator output, and load current.
14. Inspect starters for signs of wear, arcing, overheating, or burns.
15. Inspect electrical wiring for signs of wear, arcing, overheating, or damage.
16. Monitor engine block temperature during operation.
17. Check for oil leakage at the engine and alternator joints.
18. Inspect and test emergency stop switch and safety interlocks.
19. Verify fuel system health and fuel level accuracy.
20. Inspect the system for abnormal vibrations and noises.
21. Check coolant condition and radiator for signs of contamination or leakage.
22. Record engine oil pressure and temperature.
23. Record alternator output voltage and frequency.
24. Inspect radiator fan and ensure guards are properly secured and free from obstructions.
25. Inspect fan belts for wear and tension.
26. Coordinate with the administrative team before each maintenance visit and submit a detailed MIS report after completion.

27. Provide technical guidance to the in-house maintenance team for routine checks.
28. Notify the customer in advance about any spare part requirements and advise on preventive actions for extended equipment life.
29. Carry out diagnostic tests, system monitoring, and performance optimization as required.
30. Inspect, repair, replace, or adjust seals, gaskets, belts, and hoses as necessary.
31. Inspect bearings and replace them as necessary to ensure reliable performance.
32. Check terminal connections, supply modules, and insulation resistance of the alternator.
33. Provide and replace engine oil filters as required during the contract period.
34. Provide and replace fuel filters and air filters as required during the contract period.
35. Inspect oil quality and replace the oil if necessary.
36. Clean all contactors and relays during the annual preventive visit.
37. Provide regular updates to the customer on system health and upcoming spares needs.
38. Conduct half-yearly detailed parameter logging (using diagnostic tools) and submit a health analysis report to the customer.
39. Perform periodic software/firmware updates for DG control panels.
40. Ensure all major maintenance is carried out under the supervision of KIRLOSKAR OEM-certified service engineers.

B. Annual Shutdown Inspection

41. Overhaul DG set engines as required during the contract period.
42. Inspect, replenish, or replace grease for bearings and mechanical linkages.
43. Clean all contactors during the annual maintenance of DG set control panels.
44. Verify load testing and ensure stable output under varying loads.
45. Carry out complete overhauling of the DG set during the winter/off-peak season.
46. Ensure the entire system is inspected and certified by KIRLOSKAR -authorized expert engineers during the annual overhaul.
47. Obtain prior approval from the customer for scheduling the annual shutdown maintenance.
48. Assess spare part requirements and submit the list at least three months prior to the planned annual overhaul to ensure availability.
49. Conduct comprehensive maintenance of the DG set to ensure uninterrupted and reliable operation.
50. Maintain records of equipment status and service history.
51. Maintain daily running log sheets for the DG set.
52. Keep detailed records of status and health indicators for all critical components.
53. Clean and brush radiator fins annually with mild detergent, as per site conditions.

C. Special Inclusions

54. Attend to complaints and breakdown calls as and when reported.
55. Supply electronic control parts, drier cores (if applicable), engine oil, coolant, and other consumables as per requirements under the contract.
56. Repair leaks in pipes, valves, hoses, and joints (*excluding major heat exchanger/core damage*).
57. Attend to service complaints promptly whenever reported.

58. Provide any spare parts covered under the contract as per the agreed scope.

Scope of Work

Comprehensive Annual Maintenance Contract (AMC) for Low side Items — Electrical Panels (DG Set)

The scope of this contract covers the comprehensive maintenance, servicing, and upkeep of all Electrical Panels associated with the DG Set installed at the premises. The contractor shall ensure the reliable and safe operation of the panels through periodic preventive maintenance, prompt corrective maintenance, and necessary technical support.

The detailed scope includes, but is not limited to, the following:

1. Preventive Maintenance:

- Routine inspection and testing of all electrical panels connected to the DG Set.
- Cleaning of panels, busbars, contactors, relays, and terminals to prevent dust accumulation and corrosion.
- Tightening of all electrical connections to prevent loose contacts.
- Checking the integrity and functionality of control circuits and protection relays.
- Inspection and testing of interlocks, safety devices, and indication lamps.
- Functional testing of circuit breakers, contactors, and automatic changeover systems.
- Megger insulation resistance testing of cables and panel components.
- Verification of earthing connections and proper grounding.

2. Corrective Maintenance:

- Identification and rectification of faults, malfunctions, or failures in the electrical panels.
- Replacement of defective or worn-out components such as relays, contactors, fuses, switches, wiring, and terminal blocks.
- Coordination with the DG Set supplier for issues beyond the electrical panel scope.
- Restoration of the system to normal operational condition after any breakdown.

3. Emergency Support:

- Provision of on-call support for troubleshooting and breakdown rectification on priority.
- Deployment of qualified technicians for fault diagnosis and immediate remedial action.

4. Documentation and Reporting:

- Preparation and submission of detailed service reports after each visit, highlighting observations, rectifications carried out, and recommendations.
- Maintenance of a logbook for recording all activities, faults, breakdowns, and resolutions.

5. Compliance and Safety:

- All maintenance work shall adhere to the applicable electrical safety standards and statutory regulations.
- Implementation of proper lock-out and tag-out (LOTO) procedures during maintenance.
- Ensuring zero downtime through proactive planning and timely execution of preventive maintenance.

6. Spare Parts and Consumables:

- Supply, replacement, and installation of all necessary spare parts, components, and consumables as part of the comprehensive coverage, at no extra cost.

Fueling Diesel through Pumps

This section of the Comprehensive Annual Maintenance Contract (AMC) focuses on the proper fueling of diesel into DG Sets via fuel pumps. The scope ensures efficient and safe operation of fueling pumps and related infrastructure. This includes regular inspection and maintenance of pumps, calibration for accurate fuel dispensing, monitoring fuel quality, and ensuring safe fueling practices. The contractor will also provide emergency support, maintain fueling records, and ensure compliance with safety regulations and environmental standards.

Here's a **Comprehensive Maintenance Contract (CMC) Addendum** specifically addressing your **KIRLOSKAR DG Set** and related **low-side equipment** maintenance, including special inclusions like equipment repairs, replacements, and additional services:

Specially Included Services for KIRLOSKAR DG Set

The following services are specifically included under the Comprehensive Annual Maintenance Contract (CAMC) for KIRLOSKAR Diesel Generator (DG) Sets and associated low-side equipment:

1. **Complaint Attendance:**
 - Attending to complaints as and when they arise.
2. **Parts Provision:**
 - Provision of essential parts such as engine oil, filters, and coolant under this contract.
3. **Painting Services:**
 - Brush painting of rusted portions of the equipment as required. Complete painting of the equipment is included under the contractor's scope.
4. **Plant Modifications and Repairs:**
 - Any modifications required to the plant, including welding, masonry work, carpentry, rewiring, ducting, insulation, and rewiring of the electrical panel, will be performed on a chargeable basis.
5. **Alternator and Starter Motor Replacement:**
 - Replacement of the alternator and starter motor as a whole, if required, will be carried out on a chargeable basis.
6. **Pipeline Inspection and Repair:**
 - Inspection of pipelines laid inside the plant room will be conducted. Any necessary repairs or modifications will be carried out under the bidder's scope.
7. **Repair of Alternator and Starter Motor:**
 - Repair of the alternator and starter motor as a whole is included within the scope of the CAMC.

8. **Wear and Tear Maintenance:**

- Atmospheric wear and tear, corrosion, chemical pollution, rusting, or pitting of plant equipment, such as heat exchangers, is covered.

9. **Cleaning of DG Set:**

- Cleaning of the DG set is included under the contract.

10. **DG Sets & Associated Parts:**

- Repairs or replacement of existing piping, valves, diesel tanks, chillers, sound insulation, ducting, sheet metal, outdoor canopies, engine coils, coolant piping, back covers, front grilles, dampers, grills, diffusers, false ceilings, doors, locks, gaskets, heating elements, auto defrost systems, hinges, doorbells, light fixtures, and bulbs.

11. **Masonry, Structural, and Carpentry Work:**

- Any masonry, structural, and carpentry work necessary for the DG set installation and surrounding areas.

12. **Emission Tower Maintenance:**

- Maintenance of the emission tower structure, fills, louvers, and air washer internals.

13. **Electrical Panel & Installations:**

- Servicing of the main electrical panel, including all components related to the DG set system.

14. **Electrical Installations & Repairs:**

- Repairs or replacement of electrical installations such as cabling, switchboards, isolators, panels, strip heaters, ammeters, voltmeters, and other similar instruments external to the DG set.

15. **Emergency Breakdown Call Attendance:**

- Technicians will be made available during general hours to attend emergency calls at the site, particularly for urgent repairs. In case of emergencies, the vendor will provide services at the hospital.
- **rates.**

Terms & Conditions:

- All services provided under the **CAMC** will be subject to the terms outlined in the contract, including the coverage of parts and labor.
- Spare parts will be sourced through **OEM-approved suppliers**, and replacement costs are additional unless covered by the contract.
- **Emergency repair services** will be attended promptly, and any **urgent work** will be considered on a **chargeable basis** outside regular maintenance hours.

Note:

1. Tender is for job contract of **Comprehensive annual maintenance contract of DG SET : Make Kirloskar, capacity 1 Nos. 125KVA,68 KW Fire DG set *2 Nos for one year 2025-2026.**
2. **Submission of OEM Authorization Letter / Experience Proof:** The Contractor / Bidder must submit at the time of bidding, confirming that they will furnish either:

- The **Authority Letter** specifically issued for this project by the **Original Equipment Manufacturer (OEM)**, or
- Documentary proof of **similar nature experience** in Comprehensive Annual Maintenance Contracts (CAMC) for **KIRLOSKAR Make DG Sets** executed in any **Public Sector Undertaking (PSU)** or **Government Body**, from the date of award of contract.

3. Compliance with Standards and Specifications;

All works under this contract shall be executed strictly in accordance with the latest **Central Public Works Department (CPWD) Specifications**.

In cases where CPWD specifications are not available or are not applicable for particular items or portions of the work, the execution shall be carried out in accordance with:

- **Bureau of Indian Standards (BIS)**,
- **National Building Code (NBC)**,
- Relevant **Manufacturer's Specifications and Operation & Maintenance Manuals**, and
- Recognized **Sound Engineering Practices**,

as directed by the **Engineer-in-Charge**.

The decision of the Engineer-in-Charge regarding the applicability of CPWD, BIS, NBC, or manufacturer specifications shall be final and binding on the contractor.

4. Scope of Repairs and Maintenance Services:

During the entire term of the contract, the Contractor / Vendor shall be responsible for maintaining all equipment covered under this agreement in **perfect working order and operational condition**.

To ensure uninterrupted functionality, the Contractor shall provide comprehensive repair and maintenance services, which shall include but not be limited to the following:

Type of Service	Scope	Frequency / Response Time
Comprehensive Annual Maintenance Contract (CAMC)	High Side & Low Side Equipment	Continuous throughout the contract period
Preventive Maintenance	As per manufacturer and site requirements	Once Every Quarter (Minimum)
Breakdown Maintenance	Immediate fault rectification	Within 1 Hours of lodging the complaint or immediately.

The Contractor shall ensure compliance with the above schedule to avoid any disruption to essential services at the site. Any deviation or delay in attending complaints or carrying out scheduled maintenance may result in the imposition of penalties as decided by the Engineer-in-Charge.

The Contractor shall put all out efforts to address the complaints as immediately as possible. However, a tentative timeline for various natures of complaints are given within

which the complaints are supposed to be attended by the Contractor without fail so as to maintain the hospital services smoothly.

5. All necessary registers required for maintaining records under this contract shall be issued by the Engineer-in-Charge, duly marked and numbered in chronological order for proper documentation and verification. However, the Contractor shall be solely responsible for arranging and supplying all registers, stationery, writing materials, files, and other consumables required for maintaining these records throughout the contract period. No extra payment shall be made on this account. Further, the Contractor shall arrange at his own cost all necessary computer systems, office furniture, printers, and accessories essential for the smooth execution of work under this contract. These items shall remain the property of the Contractor and may be taken back by him only after the expiry or completion of the contract period. No additional claims or payments shall be entertained for such arrangements.
6. All workmen employed by the Contractor for the execution of this contract shall maintain proper discipline and exhibit behavior that is polite, courteous, and professional at all times while on site.
 - It shall be the responsibility of the Contractor to ensure that after attending any complaint or carrying out maintenance work, the deployed staff thoroughly clean the work area and leave it in a neat and tidy condition.
 - Any complaint regarding misconduct, rude behavior, or negligence on the part of the Contractor's personnel will be treated with utmost seriousness. Upon receipt of such a complaint, the Contractor shall arrange for the immediate removal of the concerned staff from the site within five (05) days, and ensure a suitable substitute is deputed without causing any disruption to the services.
 - Failure to arrange a replacement within the specified time frame will empower the Engineer-in-Charge to initiate deductions or recovery from the Contractor's bill, in accordance with the relevant terms and conditions of the agreement.
 - The Contractor shall be solely responsible for ensuring the safety, security, and well-being of all personnel employed by them for the execution of work under this contract.
 - In the event of any accident, injury, mishap, or death of the Contractor's staff while on duty or within the premises, the entire responsibility for legal, financial, and medical liabilities shall rest exclusively with the Contractor.
 - The Employer (ESIC) shall bear no liability or responsibility in any such circumstances, and no claim in this regard shall be entertained or accepted by the Department, under any condition.
 - Furthermore, any damage caused to hospital property by the Contractor's workmen, either willfully or due to negligence, shall be compensated and rectified by the Contractor at their own cost to the full satisfaction of the Engineer-in-Charge.
 - Provision of Tools and Plant (T&P):
All Tools & Plant (T&P), including but not limited to ladders, wire drawing equipment, chase cutting equipment, drilling machines, insulation testers (meggers), earth resistance testing equipment, and any other tools required for the execution of the work, shall be arranged and maintained by the Contractor at their own cost.
No T&P or equipment shall be issued by the Department (ESIC) under any circumstances.
 - Work Scope Across Heights and Depths:
Unless specifically stated otherwise in the tender conditions, the quoted rates for all items in the Schedule of Quantities (SOQ) shall be deemed to cover the execution of work at all

heights, depths, leads, and lifts as required for the completion of the project, without any extra payment or claim.

- **Safety Measures & Accident Prevention:**

The Contractor shall adopt all necessary safety measures and precautions to prevent accidents at the work site. This includes but is not limited to the installation of caution boards, safety barriers, red flags, red lights, and any other protective measures as required from time to time.

7. **Clause — Coordination with Other Agencies]**

During the tenure of the contract, other agencies or contractors may be simultaneously engaged in the execution of different works at the same site as entrusted by the Engineer-in-Charge.

The Contractor shall extend full cooperation and coordination to such agencies to ensure that the progress and quality of work for either party are not adversely affected. The Contractor shall organize and execute his work in a manner that facilitates smooth parallel operations and avoids any hindrance or obstruction to the work of other contractors.

Further, the Contractor shall ensure that all materials — whether being used or removed — are properly placed, stored, or disposed of in a manner that does not interfere with or obstruct the ongoing work of other agencies.

The sequence of work and site management shall be planned in consultation with and to the full satisfaction of the Engineer-in-Charge.

8. **Clause — Security Restrictions and Compliance with Laws]**

- **Security and Site Access Restrictions:**

Due to security considerations at the site, certain restrictions on working hours, movement of vehicles, and material transportation may be imposed by the concerned authority. The Contractor shall strictly adhere to such restrictions and adjust their work program and manpower deployment accordingly.

No claims for idle labour, loss of productivity, or any financial compensation shall be entertained on account of these restrictions.

- **Compliance with Statutory Requirements:**

The Contractor shall carry out the works in full compliance with all applicable local byelaws, labour laws, the Minimum Wages Act, Workmen's Compensation Act, and all other statutory laws, rules, and regulations, as enforced by the Central Government, State Government, or any Local Authority.

Any penalties or liabilities arising from non-compliance shall be the sole responsibility of the Contractor.

9. **[Clause — Debris Management and Disposal]**

- Collection and Disposal of Malba / Rubbish:
All malba, debris, or rubbish generated during the execution of the work, including dismantling or repairs, shall be collected and stored neatly in a mobile container of suitable size, arranged by the Contractor at his own cost and placed near the working area.
- The Contractor shall ensure proper and regular disposal of the accumulated debris to the designated common disposal point as decided by the Engineer-in-Charge, from where the malba must be transported to the authorized municipal dhalao/dumping ground. Under no circumstances shall malba or rubbish be dumped on open ground or around the working premises. A penalty of ₹1000/- per day shall be levied for each instance of non-compliance, after written notice by the Engineer-in-Charge, until the debris is properly removed.
- Additionally, no residential accommodation shall be provided by ESIC to any staff employed by the Contractor at any stage of the work.

10. [Clause — Temporary Setup, Damages, and Compliance]

1. Temporary Setup for Staff:
The Contractor shall not erect any temporary setup or accommodation for staff within the hospital campus. The Contractor is responsible for providing all necessary technical and non-technical personnel as per the manpower deployment schedule (Form FB-1) to carry out the civil and electro-mechanical maintenance works.
The Contractor shall ensure that the performance of these works does not interfere with or disrupt the essential services of the hospital, dispensaries, or residential accommodations.
2. Responsibility for Damages to Property:
The Contractor shall be held fully responsible for any damage caused to the Hospital property by themselves or their labor during the course of the work. Any such damages shall be rectified at the Contractor's own cost and to the satisfaction of the Engineer-in-Charge.
3. Compliance with Laws and Regulations:
The Contractor shall comply with all applicable laws, rules, regulations, and procedures, including those enforced by the Government of India, local authorities, and any relevant agencies. This includes planning, designing, detailing, executing, and supervising the work in strict accordance with statutory requirements.
The Contractor's quoted rates will be deemed to cover all expenses related to compliance with these regulations, and the Contractor shall ensure that the interests of ESIC are safeguarded throughout the execution of the contract.

11. [Clause — Materials, Programme, and Approval for Work]

4. Material and Spares Maintenance:
The Contractor shall maintain an adequate quantity of materials and spares at the site to meet the requirements for attending complaints as directed by the Engineer-in-Charge. In case storage facilities such as bins are available, these shall be handed over to the Contractor for the storage of materials.
5. Adherence to Work Programme:
The Contractor shall carry out all work, including day-to-day maintenance and additional tasks, as per the program issued by the Executive Engineer / Assistant Engineer / Junior

Engineer-in-charge. The Contractor is responsible for adhering to this schedule and ensuring that no inconvenience is caused to the occupants. No claims for idle labour will be entertained.

The Contractor shall ensure the presence of a daily representative at the site whose name and signature shall be recorded and attested by the Engineer-in-Charge for documentation purposes.

6. Approval for Special Repairs and Alterations:

No special repairs, additions, or alterations shall be carried out without prior written approval from the Engineer-in-Charge. Any such work performed without the necessary approval will be rejected and will not be paid for.

12. [Clause — Dismantled Materials and Indemnification]

- Ownership and Disposal of Dismantled Materials:

All dismantled materials during the course of the work shall remain the property of ESIC. The Contractor shall, after obtaining prior approval from the Engineer-in-Charge, remove and dispose of such materials. Any deduction related to dismantled materials will be made from the Contractor's bills accordingly.

- In the case of tasks involving chases, holes, or drilling, power-operated tools must be used to prevent undue disturbance to the existing structure. The Contractor shall take all due precautions to prevent damage or disfiguration of the structure or facilities.
- The Contractor shall assume full responsibility for any accidents, injuries, or damages resulting from the operation or maintenance of equipment. The Contractor shall settle all claims arising out of such accidents and indemnify the department from any liabilities or claims.

13. SERVICE LEVEL AGREEMENT(SLA)

Service Level Agreement (SLA) defines the minimum service commitments to be maintained under the Comprehensive Annual Maintenance Contract (AMC) for KIRLOSKAR Diesel Generator Sets.

Service Parameter	Commitment	Penalty Clause
Response Time for Breakdown Calls	Within 4 working hours from call logging	₹1,000 per day of delay
Resolution Time for Minor Faults	Within 24 hours from fault reporting	₹2,000 per day of delay
Preventive Maintenance Visits	4 times per year (quarterly)	₹5,000 per missed visit

Service Parameter	Commitment	Penalty Clause
Annual Shutdown Overhaul	Once per year, as per approved schedule	₹10,000 per missed overhaul
Spare Parts Supply Notification	Minimum 90 days prior to the requirement	Not Applicable
Reporting and Documentation	Within 48 hours post service visit completion	₹500 per day of delay

During Technical Evaluation, the following documents are being checked by the TEC. Hence, all the bidders are requested to upload the following document.

THE FIRM IS REQUESTED TO FOLLOW THE CHECK LIST AT THE TIME OF SUBMISSION OF TENDER DOCUMENT WITHOUT WHICH THE OFFER IS LIABLE TO BE CANCELLED.

1	Earnest Money deposit by Demand draft	
2	GST Registration certificate	
3	PAN/TAN/TIN other statutory documents	
4	I.T return last three (3) years (2021-22, 22-23,23-24)	
5	Valid Trade license /Valid Company firm registration	
6	ESIC and EPF registration	
6	Experience Certificate/Credential of experience claimed as per The tenderers should have undertaken /completed the following work in the last two (2) years as on 31.03.2025 in works of similar nature in a GOVT/ PSU set up. 1)Three (3) similar works value not less than 40 % of the estimated Cost 2)Two (2) similar works value not less than 50 % of the estimated Cost 3)One (1) similar works value not less than 80 % of the estimated Cost	
7	The EMD hard copy/online is to deposited in tender box at Admin Building, ESIC Hospital, Joka before closing date & time	
8	<ul style="list-style-type: none"> The Authority Letter specifically issued for this project by the Original Equipment Manufacturer (OEM), or Documentary proof of similar nature experience in Comprehensive Annual Maintenance Contracts (CAMC) for KIRLOSKAR Make DG Sets executed in any Public Sector Undertaking (PSU) or Government Body, from the date of award of contract. 	
9.	Escalation Matrix	
10.	Authorized Service Centre In Kolkata	

Note:

During Technical Evaluation, the following documents will be checked by the TEC. Hence, bidders to make sure that the above mentioned documents are uploaded. Please avoid uploading other unnecessary documents. No need to upload document other than above mentioned documents.

GENERAL TERMS AND CONDITIONS

1. **Comprehensive annual maintenance contract of DG SET : Make Kirloskar, capacity 1 Nos. 125KVA,68 KW Fire DG set *2 Nos for one year 2025-2026.**based on performance of the OEM/Authorized Service Provider on same quoted rate.
2. **Site Visit:** The tenderer must obtain himself on his own responsibility and his own expenses all information and data, which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The Tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc; The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.
3. **BID PREPARATION:**
 - i) The Bidder is advised to visit and inspect the site at his own responsibility and expense, and gather all necessary information and data required for the preparation and submission of the bid.
 - ii) The Bidder shall be solely responsible for evaluating and considering the financial implications of all such factors while preparing and submitting the bid. Under no circumstances shall ESIC be held liable for any costs, expenses, or losses incurred by the Bidder, irrespective of the conduct or outcome of the bidding process.
4. **CLARIFICATION / AMENDMENTS AND CORRIGENDUM:**
 - i) Any Bidder requiring clarification on any aspect of the bidding document shall submit their queries in writing to the designated address or through the GeM portal, within the stipulated date and time mentioned in the tender notice.
 - ii) Clarifications to the queries received, along with any amendments to the tender document, will be published on the GeM portal in the form of a Corrigendum/Addendum. No individual communication will be sent to Bidders in this regard. It is the sole responsibility of the Bidders to regularly check the GeM portal for updates, amendments, or clarifications until the date of submission of the bid and ensure that the same are taken into account while preparing the bid. All such amendments/clarifications shall be deemed to be an integral part of the tender and will be binding on all participating Bidders. ESIC shall not be held responsible for any oversight or negligence on the part of the Bidder in this regard.
 - iii) ESIC reserves the right to amend, rescind, or reissue the tender at any time prior to the deadline for bid submission.
 - iv) No request for modification in the commercial or legal terms and conditions of the tender shall be entertained, except those that are explicitly covered through amendments, corrigenda, or clarifications issued by ESIC. Any queries or requests in this regard will not be considered.
5. **EARNEST MONEY DEPOSIT (EMD):**

- i) The Tenderer shall submit an Earnest Money Deposit (EMD) equivalent to **2% of the estimated cost** along with the tender, failing which the tender is liable to be rejected. The EMD shall be paid in the form of a **Demand Draft** drawn in favour of **ESI Fund A/c No. 1**, payable at Kolkata. **Cheques will not be accepted.** In the event of withdrawal or revocation of the tender by the Tenderer before the date specified for its acceptance, the EMD shall stand **forfeited**. Upon acceptance of the tender, the EMD may be adjusted towards the security deposit as required under the relevant clause. The EMD of unsuccessful Tenderers will be refunded without interest after finalization of the contract.

The EMD Demand Draft must be deposited in the **tender box located near the Medical Superintendent's Office of ESIC Hospital, Joka** before the closing date and time of the tender. The sealed envelope must be addressed to:

The Dean, ESIC Hospital and O.D.C. (E.Z), Diamond Harbour Road, P.O.: Joka, Kolkata – 700104, West Bengal.

The envelope must clearly mention in block letters at the top:

“Comprehensive annual maintenance contract of DG SET : Make Kirloskar, capacity 1 Nos. 125KVA, 68 KW Fire DG set *2 Nos for one year 2025-2026.”
Failure to comply with this requirement will render the tender liable for rejection.

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- ii) The EMD of unsuccessful Bidders shall be refunded promptly after the decision to award the contract is finalized. In the case of the successful Bidder, the EMD will be retained as part of the Security Deposit. If the contractor submits a Security Deposit equivalent to **3% of the annual contract value** in the form of a single Demand Draft, the EMD will be refunded.

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- iii) The EMD shall stand absolutely forfeited under the following circumstances:

- If the selected Bidder revokes or withdraws their bid at any time during the validity period of the bid.
- If, after acceptance of the bid by ESIC, the Bidder refuses to enter into a formal agreement.
- If the Bidder fails to submit the initial Security Deposit as stipulated.
- If the Bidder fails to commence the work within the stipulated time.

In case the tendering process is delayed for any reason, ESIC may require the Bidder to **revalidate the Demand Draft**. The Bidder shall be responsible for arranging the revalidation and resubmission of the EMD accordingly.

6. BID SUBMISSION:

- I. Only those Bidders who meet the eligibility criteria specified in the Notice Inviting Tender (NIT) are eligible to submit bids. Bidders must submit their tenders **online**

through the **GeM portal**. Bidders are advised to log into the portal well in advance and ensure that their bids are uploaded on or before the deadline specified for bid submission. The **server time** (as displayed on the GeM portal dashboard) will be considered the official reference time for bid submission deadlines, bid opening, and all other time-bound processes. It is the sole responsibility of the Bidder to adhere to this time frame. ESIC shall not be responsible for any delays arising due to technical or other issues on the part of the Bidder.

- II. The documents submitted online as part of the **Technical Bid** must not contain any reference to prices or financial terms. If any such information is found in the Technical Bid, the bid will be **summarily rejected**.
- III. The Bidder shall submit their price quotation **only through the PRICE BID section** of the GeM portal. The **Price Bid** will be opened only if the Bid is found to be unconditional, and the Bidder meets the eligibility criteria and technical specifications as stipulated in the tender.
- IV. If deemed necessary, ESIC reserves the right to conduct an **e-Reverse Auction** among technically qualified Bidders. The schedule and details of the e-Reverse Auction will be communicated to the eligible Bidders separately.
- V. **Offline bid submissions will not be accepted under any circumstances.** Any bid received in physical/offline mode shall be treated as invalid and will not be considered for evaluation.

7. PRICE BID: RATES QUOTED BY BIDDER

a) The Contractor shall ensure, prior to submission of the Bid, that the rates and amounts quoted in the **Schedule of Quantities** and/or **Schedule of Rates** are accurate, sufficient, and fully cover all obligations under the contract, including all costs necessary for the proper and complete execution of the works as specified in the tender document.

b) The rates quoted by the Contractor shall be **firm and inclusive** of all costs, including but not limited to:

- Cost of all materials, loading, transportation, unloading, and installation,
- Wastage of materials during execution,
- Applicable levies, taxes (including local body taxes, if any),
- Insurance charges of all types,
- Temporary works such as scaffolding and cleaning,
- Overheads, profit, statutory expenses, incidental charges, and all other related expenditures necessary for the satisfactory completion of the work.

c) Unless expressly stated otherwise in the **Schedule of Quantities/Specifications**, the rates quoted shall be considered **all-inclusive** and applicable to all **heights, lifts, leads, and depths** involved in the execution of the work. No additional charges will be entertained over and above the contract amount on any account, whether due to existing charges or future additions.

d) **Rate revision shall not be permitted** under any circumstances during the validity period of the contract, including any extended period, if applicable, for any reason whatsoever.

7. OPENING AND EVALUATION OF BIDS

- a) The online bids will be opened at the office of **ESIC Medical College and Hospital, Joka, Kolkata, West Bengal** on the date and time specified in the **Notice Inviting Tender (NIT)**.
- b) Under the **Two-Bid System**, the **Technical Bids** will be opened first, at the scheduled time mentioned in the NIT. If the date of bid opening happens to fall on a **non-working day or a public holiday**, the bids will be opened on the **next working day** at the same time and venue.
- c) The **Price Bids** of only those Bidders who qualify in the Technical Bid evaluation will be opened. The opening of Price Bids may take place on the **same day** or on a **subsequent date**, which will be communicated to the technically qualified Bidders in due course.

8. **VALIDITY OF BID**

The Bids submitted shall remain **valid and open for acceptance** for the period specified in this tender document, counted from the date of opening of the **Price Bid**.

If any Bidder withdraws or modifies their offer during the validity period, or submits any deviation from the original bid that is not acceptable to ESIC, the **Earnest Money Deposit (EMD)** submitted by the Bidder shall be **forfeited**, without prejudice to any other rights or remedies available to ESIC under the terms of the tender or applicable law.

9. **PRELIMINARY EXAMINATION**

ESIC will conduct a **preliminary examination** of all received Bids to determine whether:

- The Bids are **complete**,
- The submissions are in the **prescribed formats**,
- All required **supporting documents** have been provided, and
- The Bids are in **conformity with the terms and conditions** of the tender document without any deviations.

Bids found to be incomplete, non-compliant, or deviating from the specified conditions will be **rejected** at this stage. However, ESIC reserves the right to request additional information or clarifications in cases where any portion of the **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR HVAC AT ESIC Medical College and Hospital, Joka, Kolkata** submission is found to be incomplete or unclear. If the Bidder fails to provide the required information or clarification within the **stipulated time period** specified by ESIC, the Bid shall be **rejected or disqualified** without further notice.

10. **TECHNICAL EVALUATION**

Only those **Bidders and Bids** that are found to be fully compliant with the **eligibility criteria** and other terms and conditions during the **Preliminary Examination** will be considered for further detailed **Technical Evaluation**.

Bids that fail to meet the eligibility criteria or do not conform to the stipulated terms and conditions during the preliminary stage will be **disqualified** and will not proceed to the technical evaluation phase.

During the evaluation process, ESIC may, at its discretion, seek **clarifications** from Bidders on their submissions. All such requests will be made **in writing**, and no changes to the **quoted prices** or the **substantive content** of the Bid shall be permitted in response to such clarifications.

No post-bid clarifications or modifications will be entertained if initiated by the Bidder.

All Bids must be **unconditional**. Any conditional offers or Bids that could potentially lead to **unknown or indefinite liabilities** are liable to be **summarily rejected**.

11. AWARD OF WORKS

The **Employees' State Insurance Corporation (ESIC)** will award the contract to the **successful Bidder** whose Bid has been determined to be the **lowest evaluated, responsive Bid** in accordance with the terms and conditions of the tender.

ESIC reserves the right, at the time of awarding the contract, to **increase or decrease** the **quantity of work and/or services** specified in the tender without any change in the **unit rates** or any other terms and conditions of the contract.

12. ESIC'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

ESIC reserves the absolute right to **accept or reject any Bid**, whether in part or in full, or to **cancel the entire Bidding process** and reject all Bids at any stage, without thereby incurring any liability towards the affected Bidder(s) or any obligation to inform the Bidder(s) of the reasons for such action.

The acceptance of a tender will rest solely with the **Competent Authority** of ESIC, who does not bind himself to accept the **lowest Bid** and reserves the right to reject any or all tenders received, without assigning any reason whatsoever.

Tenders that fail to meet any of the prescribed conditions or are **incomplete in any respect** shall be liable to be rejected.

The issuance of a **Notification of Award** will constitute the formation of the **Contract**. The selected Bidder must confirm acceptance of the award by returning a **duly signed and stamped duplicate copy** of the Purchase Order (PO) within **15 days** of receipt of the communication and must enter into a formal **agreement** with ESIC as per the prescribed terms.

13. SIGNING OF CONTRACT DOCUMENTS

The **successful Bidder** shall be required to execute the formal **Agreement** with ESIC within **15 (fifteen) days** from the date of receipt of the **Letter of Acceptance** or formal intimation of acceptance of the Bid by ESIC.

However, the written acceptance of the Bid by ESIC shall, in itself, constitute a **binding contract** between ESIC and the successful Bidder, pending execution of the formal Agreement.

All expenses related to the preparation, execution, and stamping of the Agreement — including **stamp duty and any other applicable charges** — shall be borne entirely by the successful Bidder.

MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

14. **Quality of Work:** All work must be executed in the best manner using high-quality, approved materials per the specifications, drawings, and ESIC instructions.
15. **Material Standards:** Only ISI-marked materials shall be used unless otherwise specified. No refurbished, second-hand, or spurious materials are allowed. If needed, the contractor must provide proof of material authenticity.
16. **Approval of Materials:** The contractor must get ESIC's approval for samples before use. Any substitutions of specified materials must be approved by ESIC in writing.

17. **Testing of Materials:** The contractor must conduct tests on materials at approved labs (at their own cost) to ensure compliance with I.S. Standards or project specifications. Testing charges will be borne by the contractor with no extra payments from ESIC.
18. **Material Non-compliance:** If materials or workmanship do not meet specifications, ESIC has the right to order removal or substitution at the contractor's cost. ESIC may also employ other agencies to rectify the work if the contractor fails to comply.
19. **Damage during Work:** The contractor is responsible for repairing any damage to work caused by weather, neglect, or other reasons at no additional cost.
20. **Work Suspension:** If work is delayed due to external causes (e.g., rain, strikes), the contractor must protect and repair the work at their expense.
21. **Unsatisfactory Work:** If the work is of poor quality or violates safety protocols, the contractor must rectify it within a specified time frame. If not, ESIC may engage other agencies to complete the work at the contractor's expense.
22. **PERIOD OF CONTRACT & EXTENSION OF TIME**

The contract, if awarded, will be initially valid for **one years** from the date of award, subject to **continuous satisfactory performance**.

The contract may be extended for a further period of up to **one year** at the discretion of the **Competent Authority**, based on satisfactory performance and under the same terms and conditions.

However, if the contractor fails to maintain satisfactory performance, the hospital reserves the right to **terminate the contract** prematurely, **forfeit the security deposit**, and take any other **administrative actions**, including **blacklisting**, at its discretion.

This **one-year extension** may be further extended by **one more year** at the sole discretion of the hospital, without prejudice to any other rights the hospital may have.
23. **PAYMENT TERMS**
 - a) **No Advance Payment:** No advance payments will be made. All payments will be made **electronically** via RTGS/NEFT or other electronic means.
 - b) **Payment Schedule:** Payment will be processed as specified in the **NIT**.
 - c) **Electronic Transfer:** Payments will be made through **Electronic Fund Transfer** by the Branch.
 - d) **Bank Details:** The contractor must provide **ESIC account details**, including **account number** and **IFSC code**, along with their invoices.
 - e) **Quarterly Payments:** Payments will be released quarterly, subject to deductions for any shortfall in services.
 - f) **Field Reports:** The contractor must submit **PM (Preventive Maintenance)** and **breakdown maintenance reports** along with the invoices.
 - g) **Income Tax Deduction:** Income tax will be deducted as per the applicable rate.
 - h) **Wage Disbursement:** The **principal employer** ensures that the contractor disburses wages to workers on or before the **7th of every month**. No delay in wage disbursement will be accepted, even if bills are not submitted.
 - i) **Penal Action for Default:** In case of **default** in wage payments or statutory obligations by the contractor, ESIC may take **penal action**, including termination or blacklisting. ESIC will ensure the statutory benefits and wages are paid to the workers as per labor laws.
 - j) **Employee Awareness:** At the start of the contract, **all workers** deployed by the contractor must be informed about their entitlements, responsibilities, wage details, and grievance redressal mechanism.

- k) **Wages under Contract Labour Act:** As per Section 21(4) of the **Contract Labour (Abolition & Regulation) Act, 1970**, ESIC may pay wages to workers on behalf of the defaulting contractor based on biometric attendance records. EPF & ESI contributions must also be remitted to the appropriate authority as per extent law.
- l) **Undertaking by HOD:** Upon commencement, the **Head of Department (HOD)** must submit an undertaking to confirm no conflict of interest and that no relatives of ESIC employees are engaged as workers by the contractor.

24. SECURITY DEPOSIT

- a) **Performance Guarantee:** Upon acceptance of the tender, the contractor must deposit a **5% security deposit** of the tender amount as a performance guarantee. The security deposit must be in the form of a **Demand Draft** drawn in favor of **ESI Fund A/c No. 1, payable at Kolkata. Cash and cheques** are not acceptable. Alternatively, it can be in the form of an **ESIC Guarantee** valid for **2 years and 6 months**.
- b) **Defect Liability Period:** The contractor is responsible for correcting any defects during the defect liability period. If the contractor fails to do so, the cost of rectification through another agency will be deducted from the security deposit.
- c) **Deductions from Security Deposit:** Any compensation or sums payable by the contractor to ESIC under the contract may be deducted from the security deposit or any other amount due to the contractor.
- d) **Top-up of Security Deposit:** If the security deposit is reduced due to deductions, the contractor must replenish the deposit within **7 days** by submitting a **Demand Draft** for the deducted amount.

25. PENALTY CLAUSE

The successful bidder must execute the work in a professional manner and complete it within the stipulated period as per the NIT. If the work is delayed beyond the agreed timeline due to reasons attributable to the bidder, a **penalty of 0.5% per week** will be imposed for each week (or part thereof) of delay. The penalty will not exceed **5% of the contract value** or the completed value of the work.

26. VARIATION IN QUANTITY / SUBSTITUTION OF ITEM

- a) The Schedule of Quantities is deemed to be approximate, and the employer will not be liable for any errors discovered in it.
- b) The Employer reserves the right to increase, decrease, omit, or execute only part of the work based on site requirements, without providing any reasons at the time of allotment or execution. The contractor will be paid only for the actual work completed. Such variations will not invalidate the contract.
- c) The tender rates will remain fixed and applicable for any increase or decrease in the quantities. No extra payment will be made by ESIC due to the omission or deletion of items, or a decrease in the quantity of items. Payment will be based on the actual work completed, and all measurements will be in accordance with relevant IS standards. ESIC can order additional quantities at the same rate and terms within the validity of the tender.
- d) For additional or non-tendered items, prices will be determined based on the rates quoted for similar items in the contract, if applicable. If no similar items exist, the price will be derived using the standard method of rate analysis, factoring in the fair price of labor, materials, and other components, with 15% added for the contractor's profit and overheads.

27. LOCAL LAWS, ACTS, REGULATIONS

The contractor must comply with all applicable labor laws and safety regulations, including the following:

- Minimum Wages Act, 1948 (as amended)
- Payment of Wages Act, 1936 (as amended)
- Workmen's Compensation Act, 1923 (as amended)
- Contract Labour (Regulation and Abolition) Act, 1970 and its Rules, 1971
- Apprentice Act, 1961
- Industrial Employment (Standing Orders) Act, 1946 (as amended)
- Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (and amendments)
- Employees' State Insurance Act 1948 (as amended)
- Shop and Establishment Act
- Factories Act
- Employment of Children Act, 1938
- Industrial Disputes Act, 1947 (as amended)
- Other relevant local, central, or state laws.

The contractor is responsible for paying all contributions, penalties, fines, or compensation required by these laws for the workmen employed under this contract. Any costs incurred by ESIC due to the contractor's failure to comply with these laws, including claims, fines, or legal proceedings, may be recovered from the contractor. The contractor must indemnify and hold ESIC harmless against any claims or expenses related to the work performed by their employees.

28. DISMISSAL OF WORKMEN

The contractor must immediately dismiss any worker from the job upon the Employer's request, if the Employer deems the worker unsuitable, incompetent, or involved in misconduct. The contractor is responsible for taking legal action in such cases.

Such dismissals cannot be used by the contractor to claim compensation or damages from the Employer or any of their officers or employees.

29. SUBCONTRACTING

The contractor must execute the entire contract work themselves and cannot transfer, assign, or sublet the contract, or any part of it, without obtaining written consent from the Employer. Additionally, no subcontracting will relieve the contractor from their full responsibility for the contract or from actively supervising the work as it progresses.

30. STORAGE OF MATERIALS

The contractor is allowed to store materials like fixtures, cables, conduits, wires, tools, etc., at the site with ESIC's permission. The contractor is responsible for the custody and security of all materials and equipment at the site. ESIC will not entertain any claims for loss or theft of materials. The contractor is also responsible for providing shelter, stay, and other amenities for the electricians at their own expense. Upon completion of the work, the

contractor must remove all tools, surplus materials, rubbish, and temporary works, leaving the site and the works clean and in good condition, as per ESIC's satisfaction.

31. **FORCE MAJEURE**

The contractor will not be liable for the forfeiture of performance security, liquidated damages, or termination for default if delays or failures in performance are due to an event of Force Majeure.

Force Majeure includes events such as wars, insurrections, civil disturbances, riots, terrorist acts, public strikes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and government acts that impede reasonable performance. However, it does not cover foreseeable events, commercial issues, or those arising from the contractor's fault or negligence.

If a Force Majeure event occurs, the contractor must notify ESIC in writing about the condition and the cause. The contractor should continue performing its obligations as far as reasonably possible and explore alternative solutions, unless ESIC directs otherwise.

32. **COMPLIANCE OF STATUTORY REGULATIONS**

- a) The contractor must comply with relevant Acts, Regulations, and Bye-Laws from authorities such as Electricity Boards, Pollution Control Boards, Municipal Authorities, and Water & Sewage Boards. Before making any changes to drawings or specifications for compliance, the contractor must notify the Employer in writing, outlining proposed variations and reasons, and seek instructions from the Employer. The Employer will respond within a reasonable time.
- b) The contractor is responsible for giving all required notices to authorities, paying any applicable fees, and submitting receipts to the Employer.
- c) The contractor must indemnify the Employer against any claims related to patent rights, designs, trademarks, or protected rights in connection with equipment, machines, work, or materials used in the project. The contractor must defend any claims arising from these issues, unless they have received prior permission from the Employer. The contractor must also cover all royalties, license fees, damages, and legal costs.
- d) The contractor must strictly follow Central/State labor regulations, including Minimum Wages, Payment of Wages, Workmen Compensation, PF, ESI, Contract Labor laws, and other safety regulations, and stay updated with any amendments.
- e) The contractor must keep the Employer indemnified against any claims or costs arising from workmen's issues.

33. **INSURANCE:**

1. **Third-Party Insurance:**

- The contractor must obtain a third-party insurance policy from a Public-Sector Insurance Company, covering workers for any accidents or incidents during the contract.

2. **Additional Insurance Coverage:**

- The contractor must also secure insurance for events like death or injury of employees, theft, robbery, fraud, fidelity, and negligence by service providers, employees, or subcontractors.
- 3. **Safety Measures:**
 - The contractor must provide necessary safety equipment and take precautions as per ESIC's directions. Personal protective equipment (PPE) includes:
 - Safety shoes (IS-1989:1978)
 - Eye and face protection (IS-8520:1977, IS-8940:1978)
 - Hand and body protection (IS-2573:1975, IS-6994:1973, IS-8807:1978, IS-8519:1977)
- 4. **Tools and Equipment:**
 - All tools and safety equipment must be safe, certified for fitness, and regularly inspected. ESIC officials have the authority to ban any unsafe equipment.
- 5. **Fire Safety and Hazardous Materials:**
 - The contractor must follow fire safety procedures and safely handle hazardous materials, as directed by ESIC.
- 6. **Compliance with Safety Regulations:**
 - The contractor must comply with all relevant safety regulations at local, state, and central levels. Any violations that compromise safety are the contractor's responsibility, including associated costs.
- 7. **First Aid:**
 - The contractor must provide at least two sets of First Aid kits, ensuring they contain valid and usable items.
- 8. **Liability:**
 - The contractor is fully responsible for the safety, security, and insurance of their personnel. ESIC is not liable for any fatal injuries or accidents involving the contractor's workers.

In essence, the contractor must ensure that all safety measures are in place, provide necessary insurance coverage, comply with safety regulations, and bear full responsibility for their workers' safety and insurance.

34. PROPOSED WORK METHODS, SUPPLIES AND PLAN:

1. **Work Methods and Sequence:**

The contractor must provide a detailed description of the methods and sequence for performing the services.

ESIC may request changes to the sequence based on operational needs, and the contractor will not receive additional payment for such changes.
 2. **Material Schedule:** The contractor must submit a schedule for materials to be used in the services, including the identification of specific manufacturers' products and their catalogues, for ESIC's approval.
 3. **Manpower Deployment Plan:** The contractor must submit a detailed manpower deployment schedule, indicating the personnel assigned to each task.
 4. **Incorporation of Comments:** The contractor must incorporate any comments or changes from the ESIC into the plan and execute them at no extra cost.
33. **CONFIDENTIALITY:**

Confidentiality of Tender Process:Information related to the examination, clarification, evaluation, and comparison of tenders, as well as recommendations for contract award, must remain confidential.This information should not be disclosed to the tenderer or any other persons who are not officially involved in the process until the contract award notification is made.

Prohibition of Influence:Any attempt by the tenderer to influence the ESIC during the bid evaluation, comparison, or contract award decisions could result in the rejection of their bid.

34. TERMINATION OF CONTRACT BY ESIC

Conditions for Termination:

- a. If the contractor becomes insolvent, goes into liquidation, or is unable to fulfill the contract due to insolvency or other financial issues.
- b. If the contractor fails to perform or observe contractual obligations, including using improper materials, neglecting the work, or failing to meet deadlines.
- c. If the contractor abandons the contract or fails to proceed as per the ESIC's satisfaction despite notices to remedy the situation.

Actions Post-Termination:

- d. ESIC can terminate the contract by providing written notice, but the contractor's obligations and liabilities continue as if the contract had not been terminated.
- e. ESIC can take possession of the contractor's equipment, tools, and materials at the site and either use them to complete the work or sell them.
- f. If ESIC sells the contractor's surplus materials or tools, they will credit the contractor for the proceeds but may deduct any expenses or losses incurred from this process or against the contractor's security deposit.

In summary, ESIC can terminate the contract under specific circumstances related to the contractor's insolvency, failure to perform, or abandonment of the work. Post-termination, ESIC has the right to take possession of the contractor's property and complete the work, with any proceeds from the sale of materials credited to the contractor, minus any incurred expenses.

35. DISPUTES/ARBITRATION:

Amicable Settlement First:

- All disputes or differences arising out of or in connection with the contract — whether during or after the work, including termination, abandonment, or breach — must first be attempted to be settled amicably between ESIC and the contractor.

Arbitration Process:

- If no amicable settlement is reached, the dispute shall be referred to a **sole arbitrator** mutually agreed upon by both parties.
- If the parties cannot agree on a single arbitrator, each party shall appoint one arbitrator, and these two arbitrators will jointly appoint a **presiding arbitrator**.

- The arbitration proceedings will follow **Indian laws** (specifically the Arbitration & Conciliation Act, 1996).

Jurisdiction:

- Any appeal or legal proceeding arising from the arbitration will be under the **exclusive jurisdiction of the courts in Kolkata**.

Continuation of Work:

- The contractor must continue the work during arbitration unless directed otherwise by ESIC, or if the dispute makes continuation impossible until a decision is made.

Binding Decision:

- If the dispute relates specifically to specifications, design, quality, workmanship, or any other contract-related question and remains unresolved, it will be referred to the **Chief Engineer, ESIC** for sole arbitration.
- The **arbitrator's decision will be final, conclusive, and binding** on both ESIC and the contractor.



ক.রা.বী. স্না.চি. বি. এবং গ.প্র., ক.রা.বী. নি. চি. ম.
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(শ্রম এবং রোজগার মন্ত্রালয়, ভারত সরকার)
ESI-PGIMSR, ESIC MEDICAL COLLEGE AND
ESIC HOSPITAL & ODC(EZ), Joka
(Ministry of Labour & Employment, Govt. Of
India)



सत्यमेव जयते

ডায়মন্ডহারবাররোড,কলকাতা-৭০০১০৪
ডায়মন্ড হারবাররোড,কলকাতা-৭০০১০৪
DIAMOND HARBOUR ROAD, KOLKATA – 700 104
PHONE NO. – 033 24671764/2799/6280
FAX NO. – 033 24672795/6289
E-mail – ms-odckolkata@esic.in
Website – www.esichospitals.gov.in

To,

Date: [Insert Date]

The DEAN,
[ESI-PGIMSR, ESIC MEDICAL COLLEGE AND ESIC]
Hospital & ODC(EZ), Joka]
[Diamond Harbour Road Kolkata 700104]

Subject: Proposal for Comprehensive Annual Maintenance Contract (AMC) for KIRLOSKAR Diesel Generator Sets.

Dear Sir/Madam,

We are pleased to submit our offer for the Comprehensive Annual Maintenance Contract (AMC) for your KIRLOSKAR Diesel Generator (DG) Sets installed at [Site Name/Location]. Our dedicated technical team, under the guidance of OEM-trained engineers, ensures optimum system health, improved efficiency, and minimum downtime.

We are committed to providing professional maintenance services covering preventive, predictive, and corrective maintenance activities as outlined in the attached **Scope of Work and Service Level Agreement (SLA)**.

We look forward to your kind approval of the enclosed proposal.

Thank you for your continued trust.

Yours sincerely,
[Vendor Company Name]
[Authorized Signatory]
[Designation]
[Contact Details]

Scope of Work

(As shared in the previous message — ready to attach as Annexure I.)

Service Level Agreement (SLA)

Service Parameter	Commitment	Penalty Clause
Response Time for Breakdown Calls	Within 4 working hours	₹1,000 per day of delay
Resolution Time	Within 24 hours (for minor faults)	₹2,000 per day of delay
Preventive Maintenance Visits	4 times per year (quarterly)	₹5,000 per missed visit
Annual Shutdown Overhaul	Once per year, as per approved schedule	₹10,000 per missed overhaul
Spare Parts Supply Notification	90 days prior to requirement	N/A
Reporting and Documentation	Submission within 48 hours post service	₹500 per day of delay

□ Signature Block
For **[Vendor Company Name]**

Signature: _____

Name: [Authorized Person]

Designation: [Designation]

Date: ____ / ____ / 20__

For **[Client Organization Name]**

Signature: _____

Name: [Client Representative]

Designation: [Designation]

Date: ____ / ____ / 20__

UNDERTAKING TO BE SUBMITTED BY THE CONTRACTORS ALONG WITH THE TENDER

The DEAN,
ESIC MEDICAL COLLEGE AND HOSPITAL
DH ROAD JOKA KOLKATA WEST BENGAL

Date:

Dear Sir,

Comprehensive annual maintenance contract of DG SET : Make Kirloskar, capacity 1 Nos. 125KVA,68 KW Fire DG set *2 Nos for one year 2025-2026. Having examined the Proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for Comprehensive Annual Maintenance Contract(CAMC) at ESIC Medical college and Hospital joka kolkata in conformity with the said Proposal documents for the sum of Rupees.....

.....

.....

..... (Total proposal amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Proposal. We undertake, if our Proposal is accepted, to complete the work within the stipulated period. We agree to abide by the Proposal and the rates quoted therein for the contract awarded by the ESIC.

Until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. WE UNDERSTAND THAT ESIC'S RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITHOUT ASSIGNING ANY REASON WHATSOEVER THEREOF. DATED THIS _____ DAY OF _____ 2023

Signature of Contractor in the capacity of Duly authorized to sign Proposal for and on behalf of

FORM OF AGREEMENT

ARTICLES of AGREEMENT made this ____ day of _____ year 2023
between _____ (He reinafter
referred to as the "Employer/ESIC" which expression shall, unless excluded by or repugnant to the
context, includes its successors and assigns) of the ONE PART
and _____ of _____
(Hereinafter referred to as "Contractor" unless excluded by or repugnant to the context, includes its
successors and assigns) of the OTHER PART. WHEREAS the Employer intends to carry out
_____ and shall herein

after referred to as "Project". AND WHEREAS for the purpose of the above said project, the
Employer invited ONLINE E-tenders from experienced, resourceful and bonafide contractors
through M/s ESIC vide its Notice Inviting Tender (No. _____ dated. _____).

WHEREAS the contractor submitted his Online Tender containing Notice Inviting Tender, General
Conditions of Contract, Special conditions, Bill of Quantities, Form of Agreement, Preferred makes
of materials, Form of Submission of tender, Technical Specifications etc. for the above said project,
(Hereinafter collectively referred to as the "said conditions"), digitally signed as a token of his
acceptance of the same, along with requisite Cost of tender and Earnest Money Deposit.

AND WHEREAS out of the Tenders received, the Tender of the contractor was found to be most
suitable for the project.

AND WHEREAS the Employer through ESIC has accordingly issued the work order
(No. _____ dated. _____) to the contractor subject to his furnishing the
requisite Security Deposit. AND WHEREAS the Contractor has accepted the aforesaid Work Order
vide his letter of acceptance No. _____ dated _____ and has also deposited
with the Employer a sum of Rs. _____ which with the Earnest Money of
Rs. _____ forms the requisite Initial Security Deposit @3 % of the accepted Tender Value of
Rs. _____.

NOW, therefore, it is hereby agreed to and between the parties as follows: 1) Contract documents
The following documents shall constitute the Contract Documents. I. This Article of Agreement. II.
Tender Document submitted by the Contractor including the "said conditions", N.I.T and Schedule
of quantities. III. All correspondence between the Employer and the Contractor from the date of
issue of N.I.T and the date of issue of work order. IV. Work order No.
_____ dt. _____

In consideration of the payments to be made to the Contractor as hereinafter provided the
Contractor shall upon and subject to the said conditions, execute and complete the contracted
project works and such further detailed drawings as may be furnished to the contractor by the said
Employer and described in the said Specifications and the said Schedule of Quantities.

3) Notwithstanding what are stated in the N.I.T conditions of Tendering, Conditions of Contract of
herein stated before, the Employer reserves itself the right of altering the nature of the work and
addition to or omitting any items of work or of having portions of same carried out through another
agency or otherwise and such alterations or variations shall be carried out without prejudice to this
contract.

4) As mentioned above, the "said conditions" shall be read and be treated as forming part of this
agreement and parties hereto will respectively be bound thereby and to abide by and submit
themselves to the conditions and stipulations and perform the same on their parts to be
respectively observed and preferred. 5) Any dispute arising under this agreement shall be referred
to the Arbitration in a manner specified in the General Conditions of the Contract and all legal

disputes shall be limited within the territorial jurisdiction of the Kolkata thereto. The decision of the arbitration shall be final and binding on both the parties.

6) The Vendor / Contractor shall promptly notify ESIC of any changes in the constitution of their firm. It shall be open to ESIC to terminate the agreement on the death, retirement, insanity or insolvency of any person/s is being director/s or partner/s in the said company / firm, or on the addition or introduction of a new partner without the previous approval in writing of ESIC. But in absence of and until its termination by ESIC as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partners. In case of retirement / death, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.

The Contractor agrees and hereby keeps the ESIC indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the ESIC may suffer or incur on account of any deficiency in Services rendered by The Contractor or breach of any obligations under this contract, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of the Contractor. The Contractor agrees to make good the loss suffered by the ESIC.

IN WITNESS WHEREOF THE PARTIES to their present have here under set and subscribed their hands, the day, month and year first above written. Signed and delivered for and on behalf of Shri. _____ its duly authorized official, In the presence of – 1. (Name and Address) (Name and Address) Signed and delivered for and on behalf of the Contractor _____ by Shri _____ his duly authorized representative, in the presence of 1. (Name and Address) 2. (Name and Address)

INTERGRITY PACT DOCUMENT

(To be executed on plain paper and signed by the bidders as 2nd part before uploading as bid document. ESI-PGIMSR, ESIC Medical College & ESIC Hospital & ODC(EZ), Joka 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 (here in after called the Integrity Pact) is made on.....the 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(here in after 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 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. Where as 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 India.

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, here in after 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 under takes 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 a like, 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.

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 Contractor for bearing to door having done any act in relation to the obtain in go re-execution of the Contractor any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contractor 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 governments sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

6.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment she 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.

7.1 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 here under 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 Deposit/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:-

ESIC Draft in favour of the "ESIC Fund A/C No. 1" Payable at Kolkata.

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. 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.

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 there on at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest there on 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 ESIC 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 middle man 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 as spouse separated from the Government servant by a decree or order of a competent court; son or daughter or steps on or stepdaughter and wholly dependent upon Government servant, but does not include a child or stepchild 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 the 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 that of the Buyer i.e. Kolkata.

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.

15.1 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 on _____/20____.

Enclosure-1

COMPLAINT REGISTRATION FORM

Date

Time

Nature of complaint

Complainant:.....

Signature:.....

Complaint attended.

Date

Time

Form

To

Certified that the complaint has been satisfactorily attended.

Contractor

Complaint

Date

To be submitted along with running bills.



ক.রা.বী. স্না.চি. বি. এবং গ.প্র., ক.রা.বী. নি. চি. ম. তথা
ক.রা.বী. নি. শা. এবং পে. রো. কে.(পূ. অ.),জোকা
ক. রা. বী-স্না. চি.বি.এবংঅনু. স., ক. রা. বী. নি.আ. ম.
তথাক. রা. বী. নি.অ. এবংব্য়. রো. কে. (পূ. কপে),জোকা
(শ্রম এবং রোজগার মন্ত্রালয়,ভারত সরকার)
ESI-PGIMSR, ESIC MEDICAL COLLEGE AND ESIC
HOSPITAL & ODC(EZ), Joka
(Ministry of Labour & Employment, Govt. Of India)



ডায়মন্ডহারবাররোড,কলকাতা-৭০০১০৪
ডায়মন্ড হার্বাররোড,কলকাতা-৭০০১০৪
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E-mail – ms-odckolkata@esic.in
Website – www.esichospitals.gov.in

Enclosure-2

MAINTENANCE COMPLAINT REGISTER

S.NO	Date and Time	Complainant	Nature of complaint	Complaint attended Date and Time	Remarks	Signature of Contractor



क.रा.बी. स्ना.चि. वि. एवं ग.प्र., क.रा.बी. नि. चि. म. तथा
क.रा.बी. नि. हा. एवं पे. रो. के. (पू. अ.), जोका
क. रा. बी. स्ना. चि. वि. एवं अनु. सं., क. रा. बी. नि. आ. म.
तथाक. रा. बी. नि. अ. एवं व. रो. के. (पू. कषे), जोका
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)
ESI-PGIMSR, ESIC MEDICAL COLLEGE AND ESIC
HOSPITAL & ODC(EZ), Joka
(Ministry of Labour & Employment, Govt. Of India)



ডায়মন্ডহারবাররোড, কলকাতা-৭০০১০৪
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Website – www.esichospitals.gov.in

PRICE BID

Please quote the Rate

Comprehensive annual maintenance contract of DG SET : Make Kirloskar, capacity 1 Nos. 125KVA, 68 KW Fire DG set *2 Nos for one year 2025-2026

SL.NO	Description	Unit	Qty	1st Year Maintenance Cost Inc GST (FY 2025-2026)
1	CAMC of 125 KVA DG set	Nos.	1	
2	CAMC of 68KW DG set	Nos.	1	
3.	CAMC of 98KW DG set	Nos	1	
	INCLUSIVE			
6	B CHECK			
8	Air filter			
10	Coolant Kirloskar			
11	Battery Charger for Dg set 24V DC			
12	Battery Lead 95mmsq			
13	Priming Pump			
14	Radiator Cleaning			
15	DG Engine base Frame paint.			
	Total Amount (inc GST)			

Specially Included Services for KIRLOSKAR DG Set

The following services are specifically included under the Comprehensive Annual Maintenance Contract (CAMC) for KIRLOSKAR Diesel Generator (DG) Sets and associated low-side equipment:

16. Complaint Attendance:

- Attending to complaints as and when they arise.

17. Parts Provision:

- Provision of essential parts such as engine oil, filters, and coolant under this contract.

18. Painting Services:

- Brush painting of rusted portions of the equipment as required. Complete painting of the equipment is included under the contractor's scope.

19. Plant Modifications and Repairs:

- Any modifications required to the plant, including welding, masonry work, carpentry, rewiring, ducting, insulation, and rewiring of the electrical panel, will be performed on a chargeable basis.

20. Alternator and Starter Motor Replacement:

- Replacement of the alternator and starter motor as a whole, if required, will be carried out on a chargeable basis.

21. Pipeline Inspection and Repair:

- Inspection of pipelines laid inside the plant room will be conducted. Any necessary repairs or modifications will be carried out under the bidder's scope.

22. Repair of Alternator and Starter Motor:

- Repair of the alternator and starter motor as a whole is included within the scope of the CAMC.

23. Wear and Tear Maintenance:

- Atmospheric wear and tear, corrosion, chemical pollution, rusting, or pitting of plant equipment, such as heat exchangers, is covered.

24. Cleaning of DG Set:

- Cleaning of the DG set is included under the contract.

25. DG Sets & Associated Parts:

- Repairs or replacement of existing piping, valves, diesel tanks, chillers, sound insulation, ducting, sheet metal, outdoor canopies, engine coils, coolant piping, back covers, front grilles, dampers, grills, diffusers, false ceilings, doors, locks, gaskets, heating elements, auto defrost systems, hinges, doorbells, light fixtures, and bulbs.

26. Masonry, Structural, and Carpentry Work:

- Any masonry, structural, and carpentry work necessary for the DG set installation and surrounding areas.

27. Emission Tower Maintenance:

- Maintenance of the emission tower structure, fills, louvers, and air washer internals.

28. Electrical Panel & Installations:

- Servicing of the main electrical panel, including all components related to the DG set system.

29. Electrical Installations & Repairs:

- Repairs or replacement of electrical installations such as cabling, switchboards, isolators, panels, strip heaters, ammeters, voltmeters, and other similar instruments external to the DG set.

30. Emergency Breakdown Call Attendance:

- Technicians will be made available during general hours to attend emergency calls at the site, particularly for urgent repairs. In case of emergencies, the vendor will provide services at the hospital.
- **rates.**

Terms & Conditions:

- All services provided under the **CAMC** will be subject to the terms outlined in the contract, including the coverage of parts and labor.
- Spare parts will be sourced through **OEM-approved suppliers**, and replacement costs are additional unless covered by the contract.
- **Emergency repair services** will be attended promptly, and any **urgent work** will be considered on a **chargeable basis** outside regular maintenance hours.

I / We hereby agree to execute the work on the above-mentioned rates and term condition, total amounting to Rs _____ for the entire work and on the enclosed terms and conditions of contract of the Organization.

Signature of the contractor with seal

Address _____

Mobile No _____

Opened by us on _____

Tender Stands total amounting to Rs _____ for the entire work

COMPETANT AUTHORITY