



**EMPLOYEE'S STATE INSURANCE CORPORATION**  
(Ministry of Labour & Employment, Government of India)

**BID THROUGH GEM FOR COMPREHENSIVE ANNUAL REPAIR MAINTENANCE**  
**OF**  
**03 NOS. hospital lifts (MAKE: M/S OTIS ELEVATOR INDIA PVT. LTD.)**  
**INSTALLED AT ESIC Hospital Kala Amb HIMACHAL PRADESH THROUGH**  
**OEM (ORIGINAL EQUIPMENT MANUFACTURER) / AUTHORIZED AGENCY**  
**BY OEM.**

**ESIC REGIONAL OFFICE BADDI, HIMACHAL PRADESH-173205**

Important websites: [rd-hp@esic.nic.in](mailto:rd-hp@esic.nic.in)

<https://www.esic.nic.in>

BID THROUGH GEM FOR COMPREHENSIVE ANNUAL REPAIR MAINTENANCE OF 03 NOS. hospital lifts (MAKE: M/S OTIS ELEVATOR INDIA PVT. LTD.) INSTALLED AT ESIC, Hospital , Kala Amb, HIMACHAL PRADESH THROUGH OEM (ORIGINAL EQUIPMENT MANUFACTURER) / AUTHORIZED AGENCY BY OEM

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**SCOPE OF WORK & SCHEDULE OF BID**

**Scope of work:** ESIC Regional Office, Baddi (HP) invites bids through GeM for engagement of OEM (original equipment manufacturer) / Authorized agency for providing **COMPREHENSIVE ANNUAL REPAIR MAINTENANCE OF 03 NOS. of LIFTS (MAKE: M/S OTIS ELEVATOR INDIA PVT. LTD.) INSTALLED AT ESIC, HOSPITAL, KALA AMB, HIMACHAL PRADESH THROUGH OEM (ORIGINAL EQUIPMENT MANUFACTURER) / AUTHORIZED AGENCY BY OEM** for a period of **Five** years or extendable for further one year subject to mutual consent & satisfactory performance of the agency at same terms, conditions & rates.

1	Name of Work	<b>CAMC of 3 Nos lift (Make M/s OTIS Elevator) installed at ESIC Hospital Kala Amb</b>
2	Period of Work	5 Years
3	Scope of Work	<b>CAMC of 3 Nos lift (Make M/s OTIS Elevator) installed at ESIC Hospital Kala Amb</b>
4	Estimated BID Value	Rs.17,60,460/- (including all taxes) for 5 years
5	EMD	Rs.52,814/- (Fifty-two thousand Eight hundred fourteen only) in the form of D.D./Banker's Cheque, from any scheduled commercial bank in favour of "E.S.I Fund Account No.1" payable at ESIC Regional Office Baddi.
6	Performance Guarantee	Bank 3% of contract value to be held for 62 Months.

**Schedule of BID:**

<b>Last date &amp; time of Submission</b>	As per schedule on GeM portal
<b>Date &amp; Time of Opening</b>	As per schedule on GeM portal

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**LIST OF EQUIPMENTS INCLUDED UNDER THE SCOPE OF THE CONTRACT**

<b>Sr. no.</b>	<b>Item Description</b>	<b>Make</b>	<b>Quantity</b>
1	Hospital LIFT Machine No-52NK2467	M/S OTIS ELEVATOR INDIA PVT. LTD.	1
2	Hospital LIFT Machine No-52NK2468	M/S OTIS ELEVATOR INDIA PVT. LTD.	1
3	Hospital Lift Machine No-52NK2469	M/S OTIS ELEVATOR INDIA PVT. LTD.	1

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## GENERAL GUIDELINES

**A. Period of Contract:** The Contract shall initially be for a period of **5 years** and extendable for further period of 1-year subject to mutual consent & satisfactory performance of the agency at same terms, conditions & rate. The rate quoted by the bidder shall remain unchanged during the period of contract and extension if any. The Regional Director reserves the right to terminate the contract at any time without assigning any reason thereof and without being liable for any cost.

**B. Validity of the Bid:** The Bids will be valid for the period of 90 days

**C. Bid security (Earnest money deposit** Rs.52,814/- (Fifty-two thousand Eight hundred fourteen only) in the form of D.D./Banker's Cheque, from any scheduled commercial bank in favour of "**E.S.I Fund Account No.1**" payable at ESIC Regional Office Baddi. The bids received without submission of EMD will summarily be rejected.

**D. Last Date for Submission:** Last date for uploading of BID as mentioned on GeM.

**E. Date of opening of Technical Bid:** Technical BID will be opened on stipulated date and time on GeM portal.

**F. Performance Security:** 3 % of contract value to be held for 62 Months.

**G. Rights of the Regional Office:** The Regional Director reserves the right to suitably increase/reduce the scope of work mentioned in this BID.

In case of any ambiguity in the interpretation of any of the clauses in BID Document or the conditions of the Contract, interpretation of the clauses by the Regional Director shall be final and binding on all Parties.

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**ELIGIBILITY CRITERIA**

1. The Bidder should be OEM (original equipment manufacturer) / Authorized agency by M/S OTIS ELEVATOR INDIA PVT. LTD..
2. Experience of executing similar works during the last 3 years ending last day of the month previous to the one in which applications are invited.
3. Annual turnover of the agency during the last three assessment years i.e. 2022-2023 ,2023-24 and 2024-25 should be as stipulated on GeM portal for current bid.

**The turnover should be duly certified by certified CA .**

4. The OEM (original equipment manufacturer) / Authorized agency must not have been indicted/debarred for any criminal, fraudulent or anti competition activity and have never been black-listed or debarred or both ever by any department/Ministry of Govt. of India or any other body in India or abroad. The OEM (original equipment manufacturer) / Authorized agency must not be having any legal case pending in any court of India or abroad at the time of Bidding for this BID. **(An undertaking to be uploaded as per Performa attached 'ANNEXURE I')**.
5. The bidder must be registered in Requisite Labour Acts, GST, ESIC & EPFO if applicable.

In case of similar lowest rates of more than one bidder, L1 bidder will be selected in the manner as decided by GeM portal.

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### **DOCUMENTS TO BE UPLOADED**

BIDDER companies/firms which fulfill the above eligibility conditions may upload the Technical Bid and Financial Bid along with the scanned copies of following documents, failing which their Bids will be rejected.

1. Profit & Loss accounts certified by Chartered Accountant for three financial years i.e. 2022-2023, 2023-24 and 2024-25 or a certificate signed by register C.A showing turnover for these years.
2. Scanned copy of EMD document if applicable/MSE certificate/start up.
3. Copy of Authorization certificate in case of Authorized service provider.
4. Copy of PAN Number.
5. Undertaking as per Performa given in **ANNEXURE-I** of this document.
6. Name and Address of bank with Account number and ECS details.
7. Bid documents to be signed on each page should be uploaded.

**All the documents to be uploaded on Gem Portal will be treated as verified and signed by the Bidder himself except undertaking which is to be uploaded duly signed and notarized on stamp paper of appropriate value.**

In case, any of the documents uploaded are not readable or are not properly uploaded, entire bid will be out rightly rejected without any correspondence in this regard and ESIC will not be responsible in any manners.

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### **CONDITIONS OF CONTRACT**

The Contract shall initially be for a period of **Five years** or extendable for further one-year subject to Competent Authority's approval & satisfactory performance of the agency at same terms, conditions & rates. The Regional Director reserves the right to terminate the contract at any time without assigning any reason thereof and without being liable for any cost.

- 1) **Termination of Contract by the Regional Director:** It shall also be lawful for the Regional Director to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the Contractor may suffer by reason of such termination. Any such termination shall be without prejudice to any other right of the ESIC Regional Office, Baddi under the Contract.
- 2) **Termination of Contract by contractor:** The agency has no right to terminate the Contract before the end of contract period or BID period if any.
- 3) **Validity of provisions:** Should any part of the Agreement be illegal or unenforceable the remaining provisions shall so far as they are capable of being performed and observed, shall continue in full force and effect.
- 4) **Terms and conditions not specified:** In case of any matter relating to terms and conditions not specified in this Agreement, the same shall be decided by mutual agreement of the Contractor and the Regional Director.
- 5) **Responsibility of the agency:** The Agency shall be responsible for any injury to the workmen and to persons or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or any of his employees whether such injury or damage arise from carelessness, accident or any other causes whatsoever in any way connected with carrying out of this contract.
- 6) **Indemnification of the Regional Director:** The Agency shall indemnify and keep indemnified the Regional Director and Officer acting on his/her behalf against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time.
- 7) **Protection of the Regional Director from infringements:** The Agency shall indemnify, protect and save the Regional Director against all claims, losses, costs damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.
- 8) **Liberty to make recovery from dues:** The Regional Director shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges, and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the Agency/Agencies.
- 9) **Confidentiality:** The Agency shall not divulge or disclose proprietary knowledge or any information obtained while delivering services under this Contract to any person, without the prior written consent of the Regional Director.
- 10) **Publicity:** Any publicity by the Agency in which the name of the ESIC Regional Office , Baddi is to be used, should be done only with the explicit written permission from the Regional Director.
- 11) **Disputes&Arbitration:** The Regional Director and the Agency shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising

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between them under or in connection with the contract. If dispute(s) of any kind whatsoever that cannot be resolved, the same shall be referred to the Arbitrator, appointed by the provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

- 12) **Mode of Serving Notice:** Communications between Parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

All notices shall be issued by the authorized officer of the ESIC Regional Office, Baddi, unless otherwise provided in the Contract. In case, the notice is sent by registered post or through email to the last known place or abode or business or email address of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

- 13) **Law:** The contract shall be governed and interpreted under Indian Laws.
- 14) **Legal Jurisdiction:** Any suit or other proceedings relating to performance or breach of Contract are subjected to jurisdiction within the local limits of Baddi only.
- 15) **AGREEMENT AND WARRANTY:** Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the parties. Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representations, warranty or other provisions except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.
- 16) **Documents to form part of the agreement:** All the documents mentioned in INDEX of the BID document including SLA and other provisions contained in GeM shall form part of this contract/Agreement.

**ADDITIONAL TERMS AND CONDITIONS & SCOPE OF SERVICES FOR 03 nos. hospital lifts (M/S OTIS ELEVATOR INDIA PVT. LTD.) COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT**

1. The services shall be carried out as per the CPWD General Specifications for Electrical works 9.2 (9.2.3) Part-III for Lift & Escalators -2003 as amended up-to date.
2. Scopes of services are comprehensive maintenance contract for five year. Spare Parts as mentioned in Annexure -A (Inclusion in comprehensive AMC), unlimited breakdown calls, scheduled preventive maintenance visits (one preventive maintenance visit every month).
3. All T & P and special T& P shall be arranged by the OEM (original equipment manufacturer) / Authorized agency & nothing extra shall be paid on this account.
4. Spare Parts as mentioned in Annexure -A (Inclusion in comprehensive AMC) required at site during the maintenance shall be provided and replaced by the OEM / Authorized agency and no extra payment shall be made on this account.
5. The complaints shall be attended by the OEM / Authorized agency at the earliest after the lodging of the complaint through phone / SMS / Email etc., but within the maximum time of 24 hrs after lodge of the complaint.
6. The OEM / Authorized agency shall strictly adhere to the maintenance schedule & replacement schedule etc. The OEM / Authorized agency shall depute trained supervisory staff for providing scheduled preventive maintenance / break downs to make the Lifts in proper working condition.
7. The OEM / Authorized agency shall carry out maintenance and check of all items as laid down in the maintenance schedule. All maintenance checks shall be properly recorded by the maintenance staff of the agency in the prescribed maintenance register.
8. Only skilled employees shall be deputed to carry out the maintenance jobs.
9. Any part broken / damaged by the service engineer / technician during the work shall be made good by the OEM / Authorized agency, otherwise the same will be replaced / rectified at the risk and cost of the agency. The decision of the Engineer-in-charge in the regard shall be final and binding.
10. If any complaint is lodged for any defects in the Lifts, the defects shall have to be attended at the earliest possible time. In case of urgency, this shall be attended even after the normal working hours without any extra claim.
11. The Engineer-in-charge shall keep up to date record for the -Comprehensive maintenance services done or attended by the OEM / Authorized agency.
12. The ESIC shall not accept any responsibility or liability, in case of any accident or mis-happening occurred during the servicing / repairing of the Lifts by the OEM / Authorized agency.
13. Any damage done to the building or any equipment during servicing or repair shall have to be made by the OEM / Authorized agency and nothing shall be paid on this account.
14. In case of any accident, the whole responsibility with the agency. No claim & whatsoever shall be entertained by the ESIC.
15. In case, the OEM / Authorized agency stops the services in between or his services are discontinued due to unsatisfactory performance, the security deposit / ePBG shall be forfeited by the ESIC and other legal action may be taken by the ESIC as deemed feet under contract rule.

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16. Comprehensive maintenance covers parts mentioned in Annexure -A within the scope of services and nothing extra shall be paid by ESIC on this account.
17. After completion of the services, the agency shall handover the Lifts in writing to the ESIC duly acknowledged by the Engineer-in-charge.
18. Preventive maintenance of Lifts must be carried out by first week of every month with prior intimation to the Engineer-in-charge.
19. Recovery (except in case of a major fault):- As per service level agreement (SLA) of the contract for operation and maintenance of Lifts.
20. Examining periodically all safety devices and make all customary safety tests.
21. "ESIC reserves its right to terminate the Comprehensive AMC contract at any time after giving due notice without assigning any reason. The agency will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms".
22. Payment will be paid Quarterly/half yearly / yearly after deducting of penalty, if any (after completion of services satisfactorily), after submission of bill by the agency to ESIC along with required supporting documents like service reports, GST payment proof etc.
23. The old and retrieved materials during the currency of the contract shall be the property of the contractor / agency.
24. The Regional Director has the right of accepting/rejecting any or all BIDs without specifying any reason(s) thereof.
25. Noncompliance to any of the terms and conditions mentioned on pre page shall tantamount to breach of contract and liable for termination of the contract.

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**Annexure - A****Inclusion in -Comprehensive AMC**

1. Unlimited breakdown calls and Immediate attendance of break down, if any
2. Repair / Replacement of parts: OEM / Authorized agency at its option to repair or replace any parts are defective and nothing extra shall be paid on this account. Parts will be furnished by the OEM / Authorized agency on an exchange basis under which the replaced parts become the property of the OEM / Authorized agency. However, the OEM / Authorized agency will not make any replacements / renewals / repairs necessitated by any obsolete or disconnected parts of the units or by reason of any cause beyond control of agency (except ordinary wear and tear) including but not limited to fire, explosion, theft, floods, water, Weather, earthquake, vandalism, misuse, civil works, improper earthing, improper power supply or repairs by others.
3. Renew all wire ropes and chains (where fitted) as often as required to maintain an adequate factor of safety, to equalize the tension on all hoisting ropes, repair or replace conductor cables and hoist way and machine room elevator wiring.
4. Systematically examine and adjust the following components: Machine & its subassemblies, Motor & Windings, encoder, Worm Gears & shaft, Bearings, Main & deflector, secondary Sheaves, Brake coils, liners and related assembly, Ropes or Page 4 of 9 Coated Steel Belts (CSB) & associated parts including spring/rubber/thimble, Controller parts-Circuit breakers, fuses, Connectors, switches, Relays & Contacts, VF Drive & braking unit.
5. Automatic Rescue device parts like printed circuit board, transformers, circuit breakers, contactor relays, Cabin Safety Mechanism and Cabin bottom Platform. 5. Selector system subassemblies like Levelling Devices, Cams, Relays, Rectifiers, Transformers, Contacts, Leads, Dashpots, Timing Devices, Steel Selector Tapes and Mechanical and Electrical Driving Equipment.
6. Governor, Governor Sheave, Shaft Assembly, Bearings, Contacts and Governor Jaws; Governor Tension Sheave Assembly or Car and Hall push Buttons, Car and Hall Position Indicators, 7 or 16 Segment displays or TFT & Small Monochrome displays Hall Lanterns bulbs or PCB's, Car Direction Indicators and all other Car and Landing Signal Fixtures.
7. Intercom installed by OTIS, cabin lights, emergency light and alarm unit including battery, Emergency & Inspection control panel parts like PCB's circuit breakers, Fireman switch excluding the glass, Car and Counterweight – Sheaves, Bearings, Car and Counterweight Guide Rails and Buffers, brackets, Stop switches, Counterweight Guide shoes including Roller or Liner, Top and Bottom Limit Switches, Stop switches, Compensating Sheave, compensation ropes/chains, Position reference system door zone sensors/Magnets/vanes, Load Weighing sensors.
8. Interlocks on Landing Door, Car & Landing Door Hangers, Guides, Automatic Power Operated Door Operator including VF drive, Car Door Contact, Mechanical Safety Shoe, 2D electronic door sensor.
9. The old and retrieved materials during the currency of the contract shall be the property of the contractor / agency.
10. Inspection report for the tests carried out shall be submitted to ESIC duly signed by the contractor or his authorized representative and OEM

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**ANNEXURE-I**

**UNDERTAKING**

(ON STAMP PAPER OF APPROPRIATE VALUE DULY NOTARIZED)

I, \_\_\_\_\_ (Name) am Proprietor/Partner/Director /Manager of M/s  
\_\_\_\_\_ undertake as follows: -

1. That I am competent and authorized to sign this undertaking and execute this BID document
2. That I the undersigned hereby certify that I have gone through the terms and conditions mentioned in the BID document carefully and have understood the same. I hereby convey my acceptance of the same and undertake to comply with/abide by them unconditionally.
3. The information / documents furnished along with the application are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my BID at any stage besides rendering me/us liable for prosecution under appropriate law.
4. That the rates quoted by me/us are valid and binding upon me/us for the entire period of the contract and extended period, if any.
5. That I/We give the rights to Regional Director to forfeit the EMD deposited by me/us in case of violation of any term and condition governing the BID process.
6. That there is no vigilance/CBI case/Court case pending against my/our company/firm/Agency/Company in India or abroad as on the date of publishing of e-BID advertisement.
7. That the company/firm/Agency/Company has never been indicted/debarred for any criminal, fraudulent or anti competition activity and have never been black-listed or debarred or both ever by any department/Ministry of Govt. of India or any other body in India or abroad.
8. That my/our company/firm/Agency is in compliance with all the statutory obligations under the all state and central Acts applicable to my/our company/firm/Agency/Company and that I/we will keep complying with all the present and future statutory obligations under the central and States Act.

Signature of Proprietor /Manager/Partner/Director

Date:

Full Name \_\_\_\_\_

Place:

Company's Seal

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**INTEGRITY PACT**  
**(On Bidder's Letter Head )**

To,  
The Regional Director / Dean Medical College  
ESI Corporation

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**Subject :** CAMC of 3 Nos lift (Make M/s OTIS Elevator) installed at ESIC Hospital Kala Amb  
Dear Sir,

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

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

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

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

Yours faithfully  
(Duly authorized signatory of the Bidder)

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## **INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this ..... day of ..... 2026

BETWEEN

Regional Director, ESIC, Panchdeep Bhawan, \_\_\_\_\_ 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Bidder)  
through..... (Hereinafter referred to as the \_\_\_\_\_ (Details of duly authorized signatory)  
"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

### PREAMBLE

WHEREAS the Principal / Owner has floated the Tender (NIT No ..... ) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for:- Name of Work: \_\_\_\_\_ . Hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

#### **Article 1: Commitment of the Principal/Owner**

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

BID THROUGH GEM FOR COMPREHENSIVE ANNUAL REPAIR MAINTENANCE OF 03 NOS. hospital lifts (MAKE: M/S OTIS ELEVATOR INDIA PVT. LTD.) INSTALLED AT ESIC, Hospital , Kala Amb, HIMACHAL PRADESH THROUGH OEM (ORIGINAL EQUIPMENT MANUFACTURER) / AUTHORIZED AGENCY BY OEM

**Article 2: Commitment of the Bidder(s)/Contractor(s)**

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

**Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

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1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 04 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, ESIC.

#### **Article 7- Other Provisions**

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- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) 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.

5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of Principal/Owner)

.....  
(For and on behalf of Bidder/Contractor)

WITNESSES:

1. ....  
(Signature, name and address)

2. ....  
(Signature, name and address)

Place:

Dated:

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