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R.No.: F-541, 4th Floor,
 Hospital Administration,
 Anushaktinagar,
 BARC Hospital. Mumbai-94.



भारत सरकार / GOVERNMENT OF INDIA
 भाभा परमाणु अनुसंधान केन्द्र / BHABHA ATOMIC RESEARCH CENTRE
 आयुर्विज्ञान प्रभाग / MEDICAL DIVISION
 अस्पताल प्रशासन / HOSPITAL ADMINISTRATION

Ref. NIT No. : MD/HA/13(25)/2018/CF-11519/opa-9357

Date :17/05/2018

“ NOTICE INVITING e-TENDER ”
(Outsourcing of Kitchen Services)

E-Tenders are invited under Two Bid System (TECHNICAL BID & FINANCIAL BID) from experienced Firms/Contractors/Agencies under **Public e-Tender System** for and on behalf of the President of India by Head, Medical Division, BARC Hospital, Anushaktinagar, Mumbai-94 for **“Outsourcing of Kitchen Services at BARC Hospital”**.

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|-----|--|--|
| 1. | Tenure of Work | 24 months (3 shifts / 7 days a week) |
| 2. | Estimated Value of Work (includes Minimum Wages, EPF and ESI charges only) | Rs. 90,00,000/- (Rupees Ninety Lakhs Only) + Taxes As Applicable. |
| 3. | Cost of Tender Document | Nil (can be downloaded online) |
| 4. | Earnest Money Deposit (@ 2 % of Estimated Value of Work) | Rs.1,80,000/- (Rupees One Lakh Eighty Thousand Only) to be submitted in the form of Banker's Cheque / Demand Draft / FDR in favour of 'Accounts Officer, BARC'. |
| 5. | Security Deposit | 2.5% of tendered (work order) value. |
| 6. | Performance Guarantee | 5% of tendered (work order) value. |
| 7. | Tender Processing Fee | Rs. 5,310/- (Rupees Five Thousand Three Hundred Ten only - Non-returnable) by e-payment through electronic mode in favour of M/s. ITI Limited, New Delhi. |
| 8. | Dates of availability of Tender Documents for download | From 18/05/2018 (1400 hours) to 05/06/2018 (1730 hours) on website www.tenderwizard.com/DAE . Detailed NIT is also available on www.barc.gov.in for view only. |
| 9. | Pre-Bid Clarifications | The contractors are requested to send their Pre-bid queries by email not later than 04/06/2018. The Pre-Bid clarifications meeting will be held on 05/06/2018 at 1100 hours and the minutes of meeting will be uploaded in Tender-Wizard website by 06/06/2018 at 1700 hours |
| 10. | Last date / time of closing of online submission of bids | 08/06/2018 upto 1730 hours |
| 11. | Last Date and Time for submission of Original Instruments (i.e. Annexure-A, B, C, and EMD, etc.) | 12/06/2018 upto 1430 hours at APO, Hospital Administration Office, F-541, 4 th Floor, BARC Hospital, Anushaktinagar, Mumbai-400094 in a sealed superscribed envelope mentioning 'Title of work and NIT No.'. Original documents should be submitted preferably in person. However documents sent by post or courier will also be considered provided the same is received within due date & time. |
| 12. | Date and Time of Online Opening of Technical Bid | 12/06/2018 @ 1530 hours in the Office of AO-III, BARC Hospital, First Floor, Anushaktinagar, Mumbai - 94. |
| 13. | Date of opening of Price Bid of qualified bidders | Will be notified at a later date. |

SECTION 1 :CLAUSES OF THE CONTRACT**1. GENERAL**

The tender is being invited for ‘**Outsourcing of Kitchen Services at BARC Hospital**’ under which the contractor shall provide **16 Nos.** of manpower (Male/Female) and **01 No.** Supervisor for Cleaning Food grains, Cutting of vegetables, preparation & serving of breakfast, Tea, Lunch, Dinner to the Patients in all wards and RMO Doctors, Washing of Utensils/Plates as specified in the SCOPE OF WORK (Annexure A) at BARC Hospital, Anushaktinagar, Mumbai 400094.

2. ELIGIBILITY / QUALIFICATION OF BIDDER

- 2.1 The invitation for Bids is open to firms/ organizations/ contractor/ agencies of repute who possess minimum **2 years** experience in Patient Diet Kitchen Services/Catering Services in any Government/State/ PSU/Multispecialty Hospital / Private Hospital having minimum of 150 beds strength.
- 2.2 ‘Satisfactory Work Completion Certificate’ should be attached with the ‘Technical Bid’.
- 2.3 The bidder should submit latest ‘Bank Solvency Certificate’ of value not less than **40%** of the estimated cost from Scheduled Bank issued not earlier than one year from the date of issue of this NIT.
- 2.4 The bidder should submit article of memorandum of association or partnership deed or affidavit of the sole proprietorship deed as the case may be.
- 2.5 The bidder should have successfully completed similar works in Patient Diet Kitchen Services/Catering Services in any Government/State/PSU/Multispecialty Hospital/ Private Hospital during the last **5 years** ending last day of month previous to the one in which applications are invited should be either of the following :
 - 3 separate works each in Patient Diet Kitchen Services/Catering Services of value not less than **30%** of the estimated cost put to Tender **Or**
 - 2 separate works each in Patient Diet Kitchen Services/Catering Services of value not less than **50%** of the estimated cost put to Tender **Or**
 - 1 similar work in Patient Diet Kitchen Services/Catering Services of value not less than **70%** of the estimated cost, put to tender.
- 2.6 The firms average annual financial turnover during the last 3 years, ending **31st March 2018** should be at least **50%** of the estimated cost. The firm has to submit Certificate from the Chartered Accountant duly certifying **Turnover** and **Profit & Loss** for last 3 **financial years: 2015-16, 2016-17, 2017-18**.
- 2.7 The party should not have incurred any **loss** in more than two years during last 3 years ending **31st March 2018**. A Certificate from the Chartered Accountant clearly stating that ‘firm has not made loss during the financial year **2015-16, 2016-17, 2017-18** should be submitted by the bidder.
- 2.8 The firm with ISO : 9000 Certificate will be preferred.
- 2.9 The Bidder must have registration under EPF and ESIC regulation.
- 2.10 The Bidder must possess the **Labour License** under Contract Labour Act, Govt. of India.

3. PERIOD OF CONTRACT

- 3.1 **This contract will be valid for a period of two years(24 months).**
- 3.2 The Contract may be extended further for a period of one year, subject to satisfactory performance on same rates, terms and condition’ of Contract after obtaining due consent of the Contractor.
- 3.3 The Contract may be further extended by such a period till an alternate arrangement is made on same rates, terms and conditions of the contract with mutual consent of both the parties.

4. EARNEST MONEY DEPOSIT (2%)

- 4.1 The bidder has to submit EMD @ 2% of estimated value of the contract as mentioned in the chart of NIT (Page 1) in the form of Demand Draft / Banker's Cheque / FDR issued by a Scheduled Bank, drawn in favour of "Accounts Officer, BARC".
- 4.2 The bidder should submit EMD as mentioned above in separate envelope duly super scribed as "Earnest Money Deposit".
- 4.3 The bidder may indicate the name of the firm at back side of Demand Draft /Banker's Cheque / FDR submitted as EMD.
- 4.4 Any bids received without the requisite EMD will be summarily rejected.
- 4.5 **No exemption of EMD will be granted to any Firm having Certificate from NSIC / MSME or any other Government Agency whatsoever.**
- 4.6 The EMD shall be valid for a period of 90 days and shall not earn any interest.
- 4.7 The Bid Security of the successful bidder will be **converted** in to Security Deposit.
- 4.8 In case Contractor fails to commence the work; the EMD submitted shall be forfeited.
- 4.9 EMD in respect of unsuccessful bidders will be returned after Bid Evaluation and with the approval of Competent Authority.

5. PERFORMANCE SECURITY (5%)

- 5.1 The tenderer, whose tender is accepted will be required to furnish Performance Security of 5% of the tendered amount(i.e. work order value) upfront prior to award of contract.
- 5.2 The Performance Security shall be submitted in the form of Fixed Deposit Receipt drawn in favour of 'Accounts Officer, BARC' or in the form of Bank Guarantee issued by a Scheduled Bank as Performance Security.
- 5.3 The Performance Guarantee shall be for a period of **30 months**.
- 5.4 Performance Security will be discharged after completion of Contractor's performance obligations under the contract or after one month of completion of the contract, whichever is later.

6. SECURITY DEPOSIT (2.5%)

- 6.1 Security Deposit @ 2.5% of the work order value will be collected by deduction @ 2.5% of the monthly bills of the Contractors and the 'Earnest Money' deposited at the time of Tender submission will be treated as a part of the Security Deposit.
- 6.2 The Security Deposit will be returned after **90 days** of the expiry of the Contract Agreement.

7. SUBMISSION OF TENDER

- 7.1 Bidders are advised to study the Tender Document carefully.
- 7.2 Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

8. ONE BID PER BIDDER

- 8.1 Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium.
- 8.2 If a bidder or if any of the partners in a joint venture or any one of the members of the consortium submit more than one bid, the bids are liable to be rejected.

9. VALIDITY OF TENDER

- 9.1 The tender for the work shall remain open for acceptance for a period of **180 days** from the last date of submission of tenders.
- 9.2 A bid submitted for a bid validity of shorter period may be rejected by the BARC Hospital as non

responsive.

- 9.3 If any tenderer withdraws his tender before the said period or issue of Letter of Intent, whichever is earlier or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department; the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money absolutely.
- 9.4 Further the tenderer shall not be allowed to participate in the tender/retender process of the work. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for specified additional period. The request and the bidder's response shall be made in writing.
- 9.5 The bid security provided shall also be extended suitably.
- 9.6 The bidder may refuse the request without forfeiting his bid security.
- 9.7 A bidder agreeing to the request will not be required or permitted to modify his offer.

10. SITE VISIT BY THE TENDERER BEFORE TENDERING

- 10.1 The bidders are encouraged to visit and examine the nature and intricacies of the works, and obtain all information from the Employer that may be necessary for preparing the bid and entering into a contract for execution.
- 10.2 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders in general and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender or profit in case of successful bidder.
- 10.3 A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

11. CONDITION FOR TENDER SUBMISSION

- 11.1 The tenderer shall give a list of both Gazetted and Non-Gazetted employees in DAE, who are related to him. The Contractor shall not be permitted to tender for works in the Department (responsible for award and execution of contracts) in which his near relative is posted as equivalent to Accounts Officer or as an officer in the capacity of grades Scientific Officer “C” and above.
- 11.2 He shall also intimate the name of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any Gazetted Officer in the Department of Atomic Energy. Any breach of this condition by the Contractor would render him liable to be barred from tendering in this Department.
- 11.3 **No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as Contractor for a period of one year after his retirement from Government Service, without the previous permission of the Government of India in writing.**
- 11.4 This contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the Contractor's service.

12. AMENDMENT OF TENDER DOCUMENT

- 12.1 At any time prior to the last date for receipt of bids, BARC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment before the date of opening of technical bid.
- 12.2 The amendment, if any will be notified / published on e-tendering portal i.e. www.tenderwizard.com/dae.
- 12.3 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.

13. ACCEPTANCE AND REJECTION OF BID

- 13.1 The Competent Authority, on behalf of President of India, does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all the tenders received, without assignment of any reason.
- 13.2 All tenders, in which any of the prescribed condition is not fulfilled or any condition, including that of conditional rebates is put forth by the tenderer, shall be summarily rejected.
- 13.3 The Competent Authority, on behalf of the President of India, reserves to himself the right to accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

14. BID OPENING (2 PARTS)

- 14.1 On the due date and time, the Employer shall first open all the **Technical Bids** online.
- 14.2 In the event of the specified date for bid opening being declared holiday, the online bids will be opened at the appointed time on the next working day.
- 14.3 If all Bidders have submitted unconditional Bids together with requisite Bid security, then all bidders will be so informed.
- 14.4 If any bid contains any deviation from the Bid Document, then the Bid will be rejected and the bidder will be informed accordingly.
- 14.5 Upon evaluation of technical bid as per the criterion described under **Clause 2** i.e. Eligibility Criteria in this tender document; the financial bids of only such Bidders shall be fit to be opened who meet the minimum technical requirement.
- 14.6 All financial bids which are to be opened after technical evaluation shall be opened at later date about which all concerned bidders shall be notified in advance.
- 14.7 All valid **Financial Bids** shall be opened online on the notified date and time after evaluation of Technical Bids by the Departmental Technical Evaluation Committee.
- 14.8 The Bidder's name, the Bid price, the total amount of each Bid, any discounts, Bid modifications and withdrawals and such other details as the Employer may consider appropriate, will be announced by the Employer at the time of opening.

15. LANGUAGE AND LAW

The language of the Contract shall be English and the Law governing the Contract shall be Union and State Laws applicable at the site of works. The contract shall be interpreted in accordance with the Indian laws.

16. CLARIFICATION OF BID

- 16.1 When deemed necessary, the Head, Medical Division may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted.
- 16.2 If the employer is of the view that any rate quoted on any part therefore, is **too low** for the bidder to be able to reasonably meet required standards of service; the employer may ask the bidder to **justify** how the services will be provided at the quoted price while maintaining required standards of service and meeting all the statutory compliances.

17. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 17.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid :
 - a) meets the eligibility criteria & is complete in all respects.
 - b) has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter-alia include a provision to bind the Bidder to settlement of disputes clause.
 - c) is accompanied by the required Bid security and
 - d) is responsive to the requirements of the Bidding documents.

- 17.2 A responsive Bid is one that conforms to all the terms, conditions and specification of the Bidding Document, without material deviation or reservation. A material deviation or reservation is one :
- Which affects in any substantial way the scope, quality or performance of the Works
 - Which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract or
 - Whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- 17.3 The technical bids will be scrutinized on the basis of basic eligibility criteria.
- 17.4 If a Bid is not substantially responsive, it will be rejected by BARC, and may not subsequently be made responsive by correction or withdrawal of the non - conforming deviation or reservation.

18. CORRECTION OF NUMERICAL ERRORS

- 18.1 Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Error will be corrected by the Employer as follows:
- where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
 - Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 18.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors, shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance.

19. AWARD CRITERIA

- 19.1 **Technical Bid Evaluation:** A duly constituted **Technical Evaluation Committee** will shortlist Technical Bids on the basis of the prescribed technical parameters as indicated under **Clause 2** i.e. Eligibility Criteria and other parameters mentioned in the tender document. The names of only technically short listed vendors will be informed whose bids will qualify for opening the Financial Bids.
- 19.2 **Financial Bid Evaluation :** A duly constituted Tender Evaluation Committee will evaluate the bids on the basis of criteria set out at **Clause 2** i.e. Eligibility Criteria. The work will be awarded to such bidder whose bid is found to be responsive and who possess requisite experience and has offered **overall lowest rates** in the financial bid form. In case if it is found that the rates offered are ambiguous / arbitrary; the same are liable to be rejected.
- 19.3 Other Bidders whose bids are ranked below the lowest bid may be **empanelled** at the discretion of employer. Purpose of such **empanelment** is that, in case of failure of the lowest bidder to provide services as per the terms and conditions of the contract, then looking to the nature of the job, his contract may be terminated on short notice and other empanelled bidders after **negotiations** in order of second best evaluated bid and subsequent, may be asked to provide services at mutually agreed rates.

20. ESCALATION OF COST

- 20.1 The price quoted by the Contractor shall remain fixed during the tenure of the contract. However, escalation of cost shall be **allowed** only on account of increase in the Statutory Compliances such as Minimum Wages (Central), ESI & EPF. Such increase will be compensated on production of documentary **evidence**.

- 20.2 Whenever there will be a revision in minimum wages by Office of The Chief Labour Commissioner (Central) New Delhi, the same will be **reimbursed** by the Department along with applicable statutory compliances i.e. EPF & ESI.
- 20.3 The bidders are requested to account all **other expenses** like uniforms, shoes, I-card, conveyance, stationery, documentation, police verification fees, **bonus**, service charges (profit), etc. while quoting the rates and no claims will be entertained subsequently.

21. TERMS OF PAYMENT

- 21.1 The firm shall submit invoice duly signed and stamped indicating Work Order No., Name of Work, PAN No., GSTN, EPF and ESI Registration Nos. etc. on or before 15th of succeeding month. Before submitting the invoice, the Contractor should make sure that the wages of labourers are paid on or before 10th day of the month.
- 21.2 While submitting the invoice for **Service Charges**, following documents (2 sets each) should be provided :
- Invoice
 - Attendance Sheet
 - Wage Sheet (inclusive of overtime, if any)
 - EPF, ESI and Professional Tax Challans
 - ECS Form along with Pre-Stamped Receipt
 - Bank Details (Cancelled Cheque / Passbook)
- 21.3 The contractor should pay the wages to the labourers on or before the 10th day of every month. Delay in **payment of wages** will be viewed as a grave misconduct and penalty @ **Rs.1000/-** per day till the date of payment of wages will be recovered from the bills.
- 21.4 Bank statement showing the transfer of payment to the labourers along with Salary slips of all the labourers should be submitted to APO (HA) on or before 10th day of every month.
- 21.5 The Employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law. For this purpose, the tax component of the total quoted price may be specified separately by the Contractor in the bills.
- 21.6 The Contractor shall pay wages to the labourers as per the applicable rate of Minimum Wages as on date for central sphere issued from time to time by Office of The Chief Labour Commissioner (Central) New Delhi. The payment of wage arrears as a result of revision in minimum wages will be paid separately on production of documentary evidence.
- 21.7 The Contractor will maintain **attendance** register on which day to day deployment and attendance of personnel will be entered. This will be countersigned by the authorized official of the Department.
- 21.8 While raising the bill, the **deployment** particulars of the persons engaged during each month, shift wise, if any, should be shown.
- 21.9 The Contractor has to give an undertaking, duly countersigned by the concerned official of the Department, regarding payment of **wages** as per rules and laws in force, before receiving the 2nd payment onwards.
- 21.10 The payment will be made within **45** working days (approx.) from the date of submission of the Invoice through ECS after submitting ECS details with every bill in prescribed format based on the verification of work (areawise) subject to ‘satisfactory performance report’ from the **User Unit** and based on the documentary proof jointly signed by the representative of the Department and the Contractor/personnel authorized by him.
- 21.11 Machinery hiring charges will paid for actual days. In case of any break down of the machines, one week down time will be accepted. If more than one week is taken to repair / replace the machine, the subsequent amount will be deducted from rent charged on the machines.
- 21.12 The Department will deduct Income Tax at source under Income Tax Act from the Contractor at the prevailing rates of such sum as income tax on the income comprised therein.
- 21.13 If as a result of post payment audit or otherwise any overpayment is detected in respect of any work done by the Contractor or alleged to have been done by the Contractor under the contract, it shall be recovered by the Department from the Contractor.

21.14 If any underpayment is discovered, the amount shall be duly paid to the Contractor by the Department.

22. PENALTY

Some of the instances in which penalty would be imposed for each such occasion are enumerated below. These are not exhaustive and penalty may be imposed on any violation/breach/contravention of any of the Terms and Conditions as well as assigned duties and responsibilities, and the decision of the Head, Medical Division will be final and binding on the Contractor:

- 22.1 Insects found along with food would invite a fine of at least Rs. 10,000/-
- 22.2 Any complaint of soft objects like hair, rope, plastic, cloth etc in food will attract a fine of Rs.2,500/- per complaint.
- 22.3 Any complaint of stones / pebbles will attract a penalty of Rs.500/- on the Contractor.
- 22.4 Hard and/or sharp objects like glass pieces, nails, hard plastic etc. will attract a penalty of at least Rs 1000/- per incident.
- 22.5 Three or more complaints of unclean utensils in a day would lead to a fine of Rs. 1,000/- on the Contractor
- 22.6 If BARCH authorities agrees that certain item of a meal was not cooked properly then a fine of Rs. 2000/- would be imposed on the Contractor.
- 22.7 **Food poisoning, shall invoke a hefty fine beyond the limit of any fine mentioned above, along with cancellation of contract and possible blacklisting of the Contractor.**
- 22.8 Inappropriate personal hygiene of workers including their hair style/dress or misbehavior by workers etc. will lead to fine of Rs. 1,000/- on Contractor for every instance. Further the person so accused shall not be allowed to work in future in the hospital.
- 22.9 Severity of hygiene failure shall be assessed and decided by the BARCH authorities and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the Contract.
- 22.10 If it is reported by hospital staff that the personnel in BARCH Kitchen Services are found indulging in prohibited acts such as smoking, chewing of Tobacco / Gutka, drinking of alcohol, gambling, etc during duty hours in the BARC Hospital premises; a penalty of **Rs.1000/-** per occasion will imposed.
- 22.11 Non-observance of dress code by the Kitchen staff.
- 22.12 If cleanliness and hygiene is not maintained in the BARCH Kitchen and complaint received as such, a penalty of **Rs.1000/-** per occasion will impose.
- 22.13 The Contractor shall be informed suitably about the lapses and will be allowed time limit of 7 working days to furnish explanation. Based on his reply, Competent Authority will decide w.r.t. levy of penalty. The penalty imposed will be recovered from the subsequent monthly bills.
- 22.14 In case of non-execution of work / under performance / withdrawal of service without giving a notice period of 3 months in advance, loss caused to the Department will be recovered from the Security Deposit and/or Performance Guarantee and/or Monthly Bills of the Contractor and the defaulter Contractor will be **black** listed for a period which competent authority may deem fit and his EMD / SD / PBG shall also be forfeited. Competent Authority's decision in this regard will be final and binding on the Contractor.
- 22.15 **In case any of contractor's personnel deployed under the contract is (are) absent, a penalty equal to double the wages of number of staff/supervisors absent on that particular day shall be levied by the Department and the same shall be deducted from the contractor's bills.**
- 22.16 In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, the BARC reserves the right to impose the penalty.
- 22.17 On failure to commence the work within a period of 7 days from the date of award of the work order the Department may cancel the agreement and get the job to be carried out from other agency from open market. The difference, if any, will be recovered from the defaulter contractor and also shall be black listed for a period of 4 years from participating in such type

- of tender and his earnest money/security deposit may also be forfeited. Apart from the above a suitable penalty shall be levied on the firm.
- 22.18 Penalty of **Rs.1,000/-** per occasion will be imposed in case of any violation / breach or contravention of any of the terms & conditions or non-performance of assigned job / work by the contractor or his contract personnel.
- 22.19 Personal Hygiene: wearing clean clothes, clean nails, haircaps compulsory, washing hands before starting of the work, Medical Certificate of each & every personal to be submitted before one week of starting the contract.
- 22.20 If cleanliness is not observed upto the satisfaction of the Department/Hospital, a penalty of a minor fine of **Rs.1,000/-** per day, or a major fine of **Rs.5,000/-** per day will be imposed on the contractor depending on the objective criteria as above.
- 22.21 In the event of non-completion of the assigned job on any given day a penalty of **Rs.1,000/-** per day for the outstanding work will be deducted from the monthly bills / Security Deposit of the Contractor.
- 22.22 The losses due to breakage/theft/damage or loss of any due to poor and reckless handling shall be recovered from the service provider at full cost.
- 22.23 In the event of damage/loss to the Government property / machinery / material attributable to the contractor during the contract period will be recovered after ascertaining the actual loss / losses to the Government. In addition, fine penalty can also be recovered from the Security Deposit at the discretion of Head, Medical Division.
- 22.24 In the event of **default** being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract, the Department may, failing payment of the said money by the contractor, make payment on behalf of the contractor to the said person and any sums so paid shall be recoverable by the Department from the contractor.
- 22.25 The contractor shall ensure that the staff engaged by the contractor shall not accept any gratitude or reward in any shape. If any staff is found engaged in such activity then he/she is liable to be removed immediately and substitute shall be provided by the contractor. Apart from it, a penalty of **Rs.1,000/-** will also be payable by the contractor for each such incident. Further action as per law of the land shall be initiated against the said person for demanding or accepting the gratitude or reward or any gift etc.
- 22.26 The contractor shall be responsible to maintain all property and equipment of the Hospital/Department entrusted to it. Any damage or loss caused by contractor's persons to the Hospital/Department in whatever shape would be recovered from the contractor.
- 22.27 In case of non-execution / under performance of the contract, loss incurred by the Department will be recovered from the Security Deposit or bills of the Contractor and the defaulter contractor shall be black listed for a period of three years from the participating in such type of tender and his earnest money/security deposit shall also be forfeited.
- 22.28 The Security Deposit or Performance Security or Both are liable to be forfeited during the period of Contract, in case of breach of any Terms and Conditions of the Contract by the Contractor or failure to provide any services under the Contract or loss resulting from the Contractor's action or failure and breach of obligation under the Contract.
- 22.29 The contractor will be informed suitably about the lapses and will be allowed time limit of 10 working days to pay the requisite fine/penalty from the date of imposition of the penalty. Failure to pay the fine/penal charges within the stipulated time limit will further attract penalty @ **Rs.1,000/-** per week till such time the penalty is paid and/or complete forfeiture of the performance security.
- 22.30 Competent Authority's decision in this regard will be final and binding on the contractor.

23. CANVASSING

Either directly or indirectly, in connection with the tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable to rejection.

1. The Kitchen services at BARC Hospital will be done by suitable and uniformed hygiene specialist personnel well equipped with mechanized equipments,
2. The Kitchen services are to be carried out all **365 days** ‘round-o-clock’ (3 shifts) according to scope of work and in such manner that all premises of Kitchen always look neat and clean.
3. The manpower engaged should be trained in Cleaning of food-grains, cutting of vegetables and preparation of Diet meal.
4. It will be the sole responsibility of the contractor to ensure that the men engaged are trained including safety precautions, use of safety appliances, etc. and the Department will not be liable for any mishap, directly or indirectly.
5. The contractors are advised to adopt prevailing Minimum Wages as on 31/12/2016 as notified by the Office of The Chief Labour Commissioner (Central), New Delhi.
6. **The number of manpower is provisional. The Department reserves the right of increasing or decreasing the required number of manpower anytime during the contract period. In case of increase/decrease in the number of manpower, the payment will be made according to the increase/decrease in the scope of work.**
7. The contractor should submit the proof of having sufficient knowledge and experience in Patient Diet Kitchen Services/Catering Services in any Government/State/ PSU/Multispecialty Hospital / private Hospital.
8. The staff deployed should wear clean clothes, hair caps, should have clean nails, Washing hands before the start of any work etc Compulsory.
9. **The staff deployed by the Contractor for Kitchen Services at BARC Hospital should be healthy, not have contagious disease like Tuberculosis, Asthma, HIV, cancer and the medical checkup of contract staff must be done twice a year.**
10. Medical Certificate of each & every personnel to be submitted one week before the start of the contract. Medical Certificate should have the following reports: CBC, X-ray Chest, Stool-®, Urine-®, HIV, HBC Ag & Eye test.
11. The cleanliness will be checked by Hospital Administrator, In-charge, Kitchen Services or Dietician authorized by them based on certain objective criteria which are decided to measure level of cleanliness and the bidder has to abide by those criteria.
12. Number of trained manpower including the Supervisory staff required to do the work has to be specified by the contractor in technical bid of the tender. The tentative requirement has been mentioned in **Annexure-A (Scope of Work)**.
13. Every employee so engaged by the contractor shall wear **uniform** and a badge wearing his/her name and place of duty, while on duty. The Contractor shall provide 3 sets of Uniform per year and one pair of Safety Shoes once in two years at his own cost. The uniform shall be different from that of Staff who are in the employment of the Hospital/ Department.
14. **Integrity** and workmanship of the worker/s engaged should be beyond doubt. If the worker/s is/are not found fit for the work, decision of Administrative Officer-III/ Hospital Administrator/Head, Medical Division shall be final and the contractor shall change/replace the person immediately.
15. The contractor shall engage men/women in proportion as per requirement, whose **age** shall be between 18-40 years.
16. Manpower so engaged shall be **trained** for sanitation and Preparation of Dietary meal and handling/Lifting of LPG Cylinders/Electrical Stove etc.
17. Only physically and medically fit personnel shall be deployed for duty by the contractor.
18. The staff engaged by the contractor shall be available all the time as per their duty roster duly prepared by the contractor and duly approved by the Department and they shall not leave their place of duty.
19. Adequate supervision will be provided by contractor to ensure correct performance in accordance with the prevailing assignment instructions agreed upon between the two parties.
20. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
21. The contractor shall be responsible to provide immediate replacement to take place of any staff engaged by him, who is not available for duty at the place of posting and such other additional staff as may be required for additional area for which prior information have been given.

22. The contractor shall abide by and comply with all the relevant laws and statutory requirements including but not limited to **Minimum Wages** and Contract Labour (Regulation & Abolition) Act 1970, EPF etc. with regard to the personnel engaged by him.
23. It will be the responsibility of the contractor to provide details of **manpower** deployed by him, in the Department and to the Labour department.
24. **The contractor shall be liable and responsible to provide all the benefits viz. Provident Fund, ESI, Bonus, Gratuity, Paid Leave as admissible, etc. to the staff engaged by him.**
25. As far as Employees Provident Fund is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and **equal employer's amount of contribution** should be deposited with the respective PF authorities within seven days of close of every month giving particulars of the employees engaged by him.
26. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every month along with details like Name, Father's/Husband's Name, Address etc. duly authenticated by the concerned Authority of PF/ ESI etc.
27. In any eventuality, if the contractor fails to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, the Department is entitled to **recover** the equal amount from any money due or accrue to the Contractor under this agreement or any other contract and will be deposited with RPFC on behalf of the contractor.
28. The contractor shall supply the details of the amount deposited by him in PF, ESI, Bonus, etc. along with the name, father's name and address of the persons under whose name the said amount has been deposited.
29. The Department shall have the right to ask for the **removal** of any person of the contractor, who is not found to be competent and orderly in the discharge of his duty.
30. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
31. The antecedents of staff deployed shall be got **verified** by the contractor from local police authority and an undertaking in this regard to be submitted to the department.
32. The contractor shall submit the details of the employees along with their photographs duly verified by the **police** regarding their Character and antecedents.
33. The Contractor will maintain **attendance** register on which day to day deployment and attendance of personnel will be entered. This will be countersigned by the authorized official of the Department.
34. While raising the bill, the **deployment** particulars of the persons engaged during each month, shift wise, if any, should be shown.
35. The Contractor has to give an undertaking, duly countersigned by the concerned official of the Department, regarding payment of **wages** as per rules and laws in force, before receiving the 2nd payment onwards.
36. All liabilities arising out of **accident** or death of any personnel while on duty shall be borne by the contractor. The contractor shall also be solely responsible for any injury to or death of any third person caused due to contractor or its staff's negligence.
37. The contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Department and shall not knowingly lend to any person or company any of the effects of the Department under its control.
38. The contractor will not be held responsible for the damages/sabotage caused to the property of the Department due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
39. The contractor shall ensure that the personnel deployed by it at the Hospital are extremely courteous with very pleasant manner in dealing with the Staff/visitors, especially with female staff/visitors and should project an image of utmost **discipline**.
40. The Hospital Authority shall have right to remove any person in case of patient/ staff/visitor complaints. The contractor shall have to arrange the suitable replacement in all such cases.
41. That in the event of any loss occasioned to the Department, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Department, the said

- loss can be claimed from the contractor up to the value of the loss. The decision of the Head of the Department will be final and binding on the contractor.
42. Any liability arising out of any **litigation** (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/ fines. The concerned contractor's personnel shall attend the court as and when required.
 43. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Department for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as **leader** with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Department.
 44. During the course of contract, if any of contractor's personnel or the contractor are found to be indulging in any corrupt practices causing any loss of revenue to the Department, the department shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee without prejudice to any other right or remedy that the department may have against the contractor.
 45. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Department, such money shall be deemed to be payable by the contractor to the Department within seven days. The Department shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security or otherwise.
 46. The list of staff going to be deployed shall be made available to the Department and if any change is required on part of the Department; fresh list of staff shall be made available by the contractor after each and every change.
 47. The contractor shall indemnify and hold the Department harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
 48. The contractor shall be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act, 1970 and other applicable laws.
 49. The contractor shall ensure that the staff shall not take part in any staff union and association activities.
 50. The Department shall not be responsible for providing residential accommodation to any of the personnel of the contractor.
 51. The Department shall not be under any obligation for providing employment to any of the worker of the contractor during and after the expiry of the contract.
 52. The Department does not recognize any employee employer relationship with any of the workers of the contractor or between the contractor and the Department.
 53. The contractor shall provide the copies of relevant **records** during the period of contract or otherwise even after the contract is over whenever required by the Department.
 54. The contractor shall disburse the Wages, Bonus, Arrears to its staff deployed in the Department every month preferably through Electronic Fund Transfer to the Bank Account of the concerned employees. The proof of such EFT shall be maintained and made available for the inspection whenever required.
 55. The contractor shall ensure full compliance with **tax** laws of India with regard to this contract and shall be solely responsible for the same.
 56. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
 57. The Hospital may terminate the contract of the agency if it is found that the agency / firm or its proprietor / partner / director is black listed on previous occasions by any of the Departments / institutions / local body / municipalities / Public Sector Undertaking etc.

SECTION 3 : GENERAL RULES AND DIRECTIONS

1. **NIT & its Contents:**All works proposed for execution by Contractor will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in News papers as the case may be. This form will state the work to be carried out as well as the date for

submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited, and the amount of the security deposit and performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specifications, schedule of quantities of the various descriptions of work and any other documents required in connection with the work signed for the purpose of identifications by the officer inviting tender shall remain open for inspection by the Contractor at the office of officer inviting tender during office hours.

2. **Signing of Tender and Receipts for Payments :**In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act-1952. Receipts for payments made on account of work, when executed by a firm, must also be signed by all the partners, except where Contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
3. **Filling-up of Tender :**Any person who submits a tender shall fill up the usual bid form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort, including conditional rebates, will be summarily rejected.
4. **Action in case of un-realistic rates:** In the case of any tender where unit rate of any item(s) appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified.
5. **Contractor to depute his Representative at site:**The successful tenderer for the work should have responsible and responsive officer with adequate powers to take speedy decisions during the entire period of execution at the Work place. On acceptance of the tender, the name of the accredited representative(s) of the Contractor, who would be responsible for taking instructions from the Officer-in-charge, shall be communicated in writing to the Officer-in-Charge.

SECTION 4 : CONDITIONS OF CONTRACT

1. SIGNING OF CONTRACT

The successful tenderer/Contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of :

- (i) The notice inviting tender, all the documents, forms the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- (ii) Standard DAE Form consisting of :
 - a. Various standard clauses with corrections up to the date
 - b. DAE Safety Code.
 - c. Model Rules for the protection of health, sanitary arrangements for workers employed by DAE or its Contractors.
 - d. DAE Contractor's Labour Regulations.
 - e. List of Acts and omissions for which fines can be imposed.
- (iii) No payment for the work done will be made unless contract is signed by the Contractor.

The Contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, and supervision of all works, and other things of temporary or permanent nature required for such execution in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works.

2. STANDARDS OF PERFORMANCE

The Service Provider shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management, the Service Provider shall always act, in respect of any matter relating to this Contract, faithfully, and shall, at all times, support and safeguard the Client's legitimate interests in any dealings with Third Parties.

3. MINIMUM WAGES

- (i) The Contractor shall abide by and comply with all the relevant laws and statutory requirements including but not limited to **Minimum Wages** and Contract Labour (Regulation & Abolition) Act 1970, etc. with regard to the personnel engaged by him for sanitation works as well as with respect to performance of services under this Agreement generally.
- (ii) **The Contractor shall be liable and responsible to provide all the benefits viz. Provident Fund, ESI, Bonus, Gratuity, Paid Leave as admissible, etc. to the staff engaged by him.**
- (iii) As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFCA against which the PF subscription, deducted from the payment of the personnel engaged and **equal employer's amount of contribution** should be deposited with the respective PF authorities within seven days of close of every month giving particulars of the employees engaged for the sanitation works, is required to be submitted to the Department.
- (iv) The Contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every month along with details like Name, Father's/Husband's Name, Address etc. duly authenticated by the concerned Authority of PF/ ESI etc.
- (v) In any eventuality, if the Contractor fails to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, the Department is entitled to **recover** the equal amount from any money due or accrue to the Contractor under this agreement or any other Contract and will be deposited with RPFCA on behalf of the Contractor.
- (vi) The Contractor shall supply the details of the amount deposited by him in PF, ESI, etc. along with the name, father's name and address of the persons under whose name the said amount has been deposited.
- (vii) **Payment of Bonus will not be borne by the Principal Employer (BARC).**
- (viii) Wages should be paid to labourers through ECS before 7th of following month. The wage sheet consisting the details of all the emoluments and deductions should be provided with invoice for settlement of service charges every month.
- (ix) The Contractors are advised to adopt prevailing **Minimum Wages** as on last date of submission of bid/tender as notified by the Office of The Chief Labour Commissioner (Central) New Delhi as mentioned below with reference to **Minimum Wages Act, 1948**

4. USE OF CONTRACT DOCUMENTS AND INFORMATION

- (i) The Service Provider shall not, without the this Center's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Center in connection therewith, to any person other than a person employed by the Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- (ii) The Service Provider shall not, without the Client's prior written consent, make use of any document or information except for purposes of performing the Contract.
- (iii) Any document, other than the Contract itself shall remain the property of the Client and shall be returned (in all copies) to the Client on completion of the Service Provider's performance under the Contract, if so required by the Client.

5. TERMINATION OF CONTRACT

- I) BARC may terminate the Contract at any time in the event of breach of any of the terms & conditions of Agreement or in the event of prosecution of the Contractor or any of his employee or work force under ‘**Prevention of Food Adulteration Act**’ or any other law for the time being in force by giving a notice period of 30 days.
- II) The Contract can also be terminated by either party by giving **90 days / 3 months Notice** without levy of any penalty.
- III) The Contractor shall after termination of Contract, handover the peaceful possession of the premises with all the electric & sanitary items including furniture, fixtures etc. if any, failing which without prejudice to other rights & remedies the whole or a part of Performance Security shall be forfeited.
- iv) Fundamental breaches of Contract include, but shall not be limited to the following :
 - (a) The Contractor stops work for **1 day** when no stoppage of work is shown on program and the stoppage has not been authorized by the Employer.
 - (b) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction, restructure or amalgamation.
 - (c) The Employer or his nominee gives Notice that failure to correct a particular defect / unsatisfied services is a fundamental breach of Contract and the Contractor fails to correct it within a period of time determined by the Employer.
 - (d) The Contractor does not maintain a security which is required.
 - (e) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be imposed for delay / stop the execution of services which affects the services or reputation of the Centre.
 - (f) If the Contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
- (i) When the Contractor gives notice of a breach of contract to the Employer or his nominee for a cause other than those listed under Sub Clause above, the Employer or his nominee shall decide whether the breach is fundamental or not.
- (ii) The failure to deploy adequate services personnel resulting in sub standard work will be considered as breach of the terms and conditions under the agreement.
- (iii) In the event of termination by the employer, the Security Deposit (performance security and retention money) of the Contractor shall be forfeited and balance period of services contract shall be undertaken at the risk and cost of the agency, till the new contract will be executed.
- (iv) Default in payment of wages or other dues to workmen deployed at the Hospital on the part of the Contractor shall constitute a breach of the contract and shall entitle the Department to terminate the contract and forfeit security deposit.
- (v) In case of non-compliance or breach of any terms of contract or unsatisfactory or inefficient servicing on the part of the Contractor, the owner will be at liberty to revoke the contract without giving any notice of payment in lieu of notice.
- (vi) In case of receipt of any adverse character & antecedent remarks/notification against the Contractor/Company/Firm/Proprietor and/or his Contract personnel, consequent to the security vetting BARC reserves absolute right to terminate the contract forthwith without assigning reason/show cause notice.
- (vii) Under the circumstance the Contractor will have no right to claim good any losses/liability that may be incurred as consequence to the above action initiated by BARC. BARC also reserves the right to forfeit in part/full Performance Security and/or Security Deposit in possession of the Government for failure on the part of the Contractor to abide/adhere to the Security Instruction issued by DAE/BARC from time to time.

6. CONFIDENTIALITY

- (i) The Service Provider and their personnel shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services, Contract, Client’s business or operations without the prior written **consent** of the Client.
- (ii) The Service Provider and their personnel shall not, either during the term or after expiration of this Contract, use the name or the **logo** of the Client except and to the extent authorized by

- client. The Service Provider and their personnel shall not **misuse** or disclose any confidential information, which they come to know during the currency of this contract. The Service Provider shall be liable to fully recompense the Client for any loss of revenue arising from breach of confidentiality.
- (iii) No party shall disclose any information to any third party concerning the matters under this contract generally. In particular, any information identified as “Proprietary” in nature by the disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party. This clause shall apply to the sub-Contractors, adviser or the employees engaged by a party with equal force.
 - (iv) “Restricted information” categories under Section 19 of the Atomic Energy Act, 1962 and “Official Secrets” under Section 5 of the Official Secrets Act, 1923 : Any contravention of the above-mentioned provision by any Contractor, sub-Contractor, consultant, adviser or the employees of a Contractor will invite penal consequences under the aforesaid legislation.
 - (v) Prohibition against use of BARC’S name without permission for publicity purposes : The Contractor of sub-Contractor, consultant, adviser or the employees engaged by the Contractor shall not use BARC’s name for any publicity purpose through any public media like Press, Radio, TV or Internet without the prior written approval of BARC.
 - (vi) The Contractor shall ensure that its personnel shall not at any time, without the consent of the Hospital/Department in writing divulge or make known any trust, accounts matter or transaction undertaken or handled by the Hospital/Department and shall not disclose to any information about the affairs of Hospital/Department. This clause does not apply to the information, which becomes public knowledge.

7. ARBITRATION

- (i) Any dispute between the parties to the agreement shall be finalized by negotiation between both the parties and if an amicable settlement is not reached, then the dispute shall be referred to the sole Arbitrator who would be The Director, BARC and the award/decision given by him shall be final and binding on both the parties.
- (ii) The arbitration proceedings shall be conducted in accordance the Indian Arbitration and Conciliation Act 1996. Neither party shall be limited in the proceedings before such arbitrator to the evidence nor did arguments already put before the employer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the Employer or his nominee, as the case may be, from being called as a witness and giving evidence before the arbitrator or any matter whatsoever relevant to the dispute.
- (iii) The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the Contractor shall be continued to be made as provided by the contract. Arbitration proceedings shall be held at BARC, Mumbai
- (iv) All arbitration awards shall be in writing and shall state the reasons for the award. Performance under the contract shall continue during the arbitration proceedings and payments due to the Contractor by the Employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

8. FRAUD AND CORRUPT PRACTICES

- (i) The Company and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Ministry may reject an application without being liable in any manner whatsoever to the Company if it determines that the Company has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

- (ii) Without prejudice to the rights of BARC under Clause hereinabove, if a Company is found by the BARC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the BARC during a period of 2 years from the date such Company is found by BARC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.
- (iii) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) “Corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
 - (b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person’s participation or action in the Bidding Process;
 - (d) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

9. INDEMNITIES

- (i) The Contractor shall at all times hold the Department harmless and keep indemnified against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the Department, its officers, and employees and forthwith upon demand and without protest or demur to pay to the Department any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the Department may now or at any time have relative to the work or the Contractor's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the Contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents.
- (ii) In addition the Contractor shall reimburse the Department or pay to the Department forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be against the Department arising out of or incidental to or in connection with the operation covered the contract. The Contractor shall at his own cost at the Department's request defend any suit or proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the Department.

10. SUMMARY TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE DOCUMENTS

- (i) Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.
- (ii) In case, the information / document furnished by the Contractor forming basis of evaluation of his bid is found to be false /forged after the award of the contract, BARC shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Contractor without any prejudice to other rights available to BARC under the contract such as forfeiture of Security Deposit, withholding of payment etc.
- (iii) In case this issue of submission of false document comes to the notice after execution of work, BARC shall have full right to forfeit any amount due to the Contractor along with forfeiture of Security Deposit furnished by the Contractor. Further, such Contractor / bidder shall be blacklisted for future business with BARC.

11. COMMITMENTS AND UNDERTAKINGS BY THE BIDDER/CONTRACTOR

The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

- (i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he / she is not legally entitled in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (ii) The Bidder / Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

12. ATTENDANCE MONITORING

- (i) The Contractor shall **install abio-metric attendance monitoring machine** at entrance for recording the in/out time of the persons deployed by him.
- (ii) The machine should be supplied and installed within a period of 7 days from the date of issue of work order, failing which a penalty of **Rs.100/-** per day will be imposed till the time the machine gets installed and starts functioning.
- (iii) The machine should start functioning from the first day of contract period.
- (iv) The expenditure incurred for purchase and maintenance of the machine shall be borne by the Contractor.
- (v) The bio-metric machine should be of reputed make. It should be either accessed through multiple devices via internet or it should support Departmental intranet.
- (vi) It should be kept in working condition throughout the contract period. The default in functioning of the machine should be recognized and rectified by the Contractor.
- (vii) In case, the machine stopped working properly or could not generate attendance report as desired, it should be repaired / replaced within a period of 7 days, failing which a penalty of **Rs.100/-** per day will be levied on the Contractor till the time it gets repaired or replaced from the date of malfunctioning / not functioning.

13. UNIFORM

- (i) The housekeeping services will be done by suitable and uniformed hygiene specialist personnel well equipped with mechanized equipments, wherever required, and dry/wet mopping.

- (ii) Every employee so engaged by the Contractor shall wear **uniform** and a badge wearing his/her name and place of duty, while on duty.
- (iii) The Contractor shall provide **3 sets of Uniform** and one pair of safety shoes (Gum Boot wherever necessary) per year. The quality of cloth should be good (cotton / terry cot).
- (iv) During the period of extension, if any, 3 sets of uniform and one pair of safety shoes should also be provided by the Contractor.
- (v) The uniform shall be different from that of Staff who is in the employment of the Hospital/ Department.
- (vi) Caps and gloves will be provided by the Hospital, Apron will be provided by the Contractor.

14. POLICE VERIFICATION OF CONTRACT LABOUR

- (i) The antecedents of staff deployed shall be got **verified** by the Contractor from local police authority and an undertaking in this regard to be submitted to the Department.
- (ii) The Contractor shall submit the details of the employees along with their photographs duly verified by the **police** regarding their Character and antecedents.

15. INSTRUCTIONS / COMMUNICATIONS

The Contractor shall carry out all instructions of the employer or his nominee which comply with the applicable laws where the Site is located. Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

16. CONTRACTOR'S RISKS

All risks or loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

17. IDENTIFY DEFECTS

- (i) The Employer or his nominee shall check the Contractor's work and notify the Contractor of any defects/deficiencies that are found.
- (ii) The Employer or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer or his nominee considers may have a Defect.

18. CORRECTION OF DEFECTS

- (i) The employer or his nominee shall give notice to the Contractor of any shortcoming in services or supply of insufficient or poor quality of services as defined in the Contract Data.
- (ii) Every time notice of a defect is given; the Contractor shall correct the notified defect within the length of time specified by the employer or its nominee's notice.
- (iii) If the Contractor has not corrected a defect within the time specified by the Employer or his nominee's notice the Employer or his nominee can impose suitable penalty as deemed fit, subject to the provision of the bid.

19. PAYMENTS FOR VARIATIONS

- (i) The contract is without any minimum quantum of assured work.No extra payment or rate will be entertained for any variation in work, without prior approval of employer.
- (ii) If there is delay in the Employer and Contractor coming to an agreement on the rate of an extra item, rates as proposed by the Employer shall be payable provisionally till such time as the rates are finally determined or till date-mutually agreed.

20. SUBSEQUENT LEGISLATION

If, after the 30 days (thirty) prior to the date for submission of tenders for the contract; there occur changes to any National or State Statute, Ordinance or Decree or other Law or any regulation or by law of any local or other duly constituted authority or introduction of any such state statute, Ordinance, Decree, Law, regulation or Bye-law which causes additional or reduced cost to the Contractor in execution of the contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor be determined by the Employer or his nominee and shall be added to or deducted from the contract price and the employer or his nominee shall notify the Contractor accordingly.

21. LIQUIDATED DAMAGES

- (i) In case of service providing contract, if the Contractor fails to provide services in time at short notice the employer shall get the same done from the open market and the cost incurred on this shall be recoverable from the Contractor.
- (ii) The service/work is subject to supervision of the authorized representative of Employer.

22. JURISDICTION

In case of any dispute arising on the above contract, the Courts in Mumbai will have the sole jurisdiction to hear the case.

23. COMPLETION

After completion of the Service Contract, the Contractor will serve a note to the Employer or his nominee for refund of security deposit and performance guarantee.

Sd/-
(Smt.Vinayalatha S.)
Administrative Officer – III
For and on behalf of the President of India
Annexure – A

SCOPE OF WORK
[Outsourcing of Kitchen Services]

The contractor shall provide trained/expertise manpower in preparation of Patient Diet. The contractor shall ensure hygienic atmosphere and maintain clean environment in the Kitchen premises as per schedule and description.

➤ **ATTENDANCE :**

1. Each staff should be present on duty in neat, clean and tidy uniform.
2. Should report 15 minutes before time to take over from previous staff in each shift.
3. Report to assigned In-Charge, Kitchen Services/Dietician /Supervisor on duty in each shift.
4. Should be calm, quiet and supportive; obey the orders given, co-ordinate and co-operative.
5. No gossip or fight among co-workers, if any issues, report to In-Charge, Kitchen services and Supervisor.

1. SCOPE OF WORK :

1.1 **Objective :** - The Kitchen Services functions in **three shifts** as below

| | |
|-----------------------|----------------------|
| 1 st Shift | 07.00AM to 03.00PM |
| 2 nd Shift | 03.00 PM to 11.00 PM |
| 3 rd Shift | 11.00 PM to 07.00AM |

1.2 The major work of Kitchen services is preparation & serving of foods, Tea, Washing of Utensils/Plates, Cleaning of Kitchen area etc. as below:

| | Work | Description | Items | Required Quantity per day |
|----|---------------------------------------|--|---|---------------------------|
| I) | Break Fast (Timing 7:00 AM) | <ul style="list-style-type: none"> Collecting materials from stores Pre-preparation like cleaning, cutting and washing vegetables and grains Preparation of items Filling of Trolleys for all wards Serving breakfast to Resident Doctors on 4th floor Dining Hall, RMO Quarters Preparation of Omelet for Resident Doctors | <ul style="list-style-type: none"> Upma/ Poha/ Daliya/ IdliSevaiyaU pma Fruits Boiled Egg Milk Tea Bread Jam Butter | 300 Nos. |

| | | | | |
|-----|---|--|---|--------|
| | Distribution of Tea, Sugar and Biscuits to all wards (Timing 12 Noon) | <ul style="list-style-type: none"> • Cleaning utensils in kitchen and RMO quarters • Cleaning Kitchen Premises • Any other work assigned by Officer-In-Charge. Collecting materials from stores • Preparation of tea for meetings • Distribution of tea, biscuits and Sugar to all wards • Any other work assigned by Officer-In-Charge | | |
| II) | <p>Lunch (Timing 11:30 AM)</p> <p>Dinner (Timing 7.00PM)</p> | <ul style="list-style-type: none"> • Collecting materials from stores • Pre- Preparation (Cleaning and Cutting of vegetables, preparation of masala, cleaning & washing of grains) • Washing vegetables and grains • Preparation of items • Filling Tiffin's for therapeutic diet • Serving lunch to doctors in ground floor dining hall and dinner on 4th floor dining hall, RMO Quarters • Filling thalis, covering with polythene & foil loading them in Bain maries • Cleaning utensils in kitchen and on 4th floor, Dining Hall, RMO quarters | <ul style="list-style-type: none"> • Rice • Dal • Vegetable 1 • Vegetable 2 • Salad • Curd • Buttermilk • Chapatti • Sweet on Thursday • DahiVada/ Raita on Thursday • Pulav on Thursday • Egg Curry/ Chicken Curry • Salt restricted diet • Diabetic diet • Bland Diet • Renal Diet <p>(According to menu)</p> <ul style="list-style-type: none"> • RT feeds • Ragi | 600Nos |

| | | | | |
|------|---|--|---|----------|
| | | <ul style="list-style-type: none"> • Cleaning Kitchen Premises • Bringing Chapati(20-25 kg from LijjatMahilaUdyog, Govandi • Any other work assigned by Officer-In-Charge. | <ul style="list-style-type: none"> • porridge • Custard • Arrowroot Porridge • Puree • Soft Diet • (Khichadi, Soft Rice) | |
| III) | Snacks | <ul style="list-style-type: none"> • Collecting materials from stores • Pre-preparation like cleaning, cutting and washing vegetables and grains • Preparation of item • Preparation of tea • Serving to doctors on 4th floor dining hall, RMO quarters • Cleaning utensils on 4th floor, RMO Quarters • Cleaning Kitchen Premises • Any other work assigned by Officer-In-Charge. | <ul style="list-style-type: none"> • Idli/ Medu Wada/ Samosa Cutlet/Bhajiya/ PavBhaji/ MisalPav, Noodles,etc • Tea | 100 Nos. |
| IV) | Tea Preparation for Patients& for Hospital Staff (Timing 07.30 AM & 04.30 PM) | <ul style="list-style-type: none"> • Collecting material from stores • Preparation of tea for patients and doctors • Distribution to all wards • Serving to doctors in Ground floor Dining Hall • Cleaning of kitchen utensils • Cleaning Kitchen premises • Any other work assigned by Officer-In-Charge. | | 450 cups |

➤ 1.3 Total Category wise deployment of manpower :

| Sr. No. | Category | Title | Manpower (Male/Female) |
|--------------------|---------------|------------|------------------------|
| 1. | Skilled | Supervisor | 01 no. |
| 2. | Skilled | Cook | 04 nos. |
| 3. | Semi- Skilled | Cook Mate | 05 nos. |
| 4. | Un-skilled | Helper | 07 nos. |
| Grand Total | | | 17 nos. |

- All necessary Pulses, vegetables, milk, fruits and food ingredients will be provided by BARC Hospital.
- All All housekeeping Consumables/ materials like detergent power/ soap, Liquid soap, steel scrubber required for washing/cleaning of utensils , equipments and kitchen premises will be supplied by BARC Hospital.

Note :To prepare and serve food as per the requirement/instructions of BARC Hospital authorities.

- 1.4 All the equipments are required to maintain high class cleaning and should be arranged by the contractor at its own cost.
- 1.5 The Kitchen equipments should be well maintained and in working condition throughout the contract period.
- 1.6 Certified course in Kitchen services will be an added qualification.
- 1.7 Workforce with experience in similar field will be preferred.

2. The number of male and female contract personnel is indicative and subject to change as per the site requirement and at the discretion of the Officer-In-Charge.

2.1 Qualification required :

- a) Labour – Minimum 7th std. passed.
- b) Supervisor – Minimum 12th std. passed.

1. It shall be responsibility of contractor to provide additional manpower in the exigency of work within **2 days** from the date of written communication by the Officer-In-Charge.

2. The contractors are advised to adopt **Minimum Wages** as notified by the Office of The Chief Labour Commissioner (Central) New Delhi with reference to **Minimum Wages Act, 1948**. The contractor shall pay PF, ESIC to all employees as per rule.

1. The payment of additional manpower deployed will be paid on pro-rata basis for the days they have worked. As such their employment under this contract shall be subject to the exigencies of the work and sole discretion of Officer-in-Charge / Head, Medical Division.

2. The Wages as indicated above will be the base wages for reimbursement of any hike in wages.
3. The reimbursement towards ESIC/EPF will be made based on the documentary evidence of having paid the same to respective authorities.

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