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R.No.: F-541, 4th Floor,
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Anushaktinagar,
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भारत सरकार / GOVERNMENT OF INDIA
भाभा परमाणु अनुसंधान केन्द्र / BHABHA ATOMIC RESEARCH CENTRE
(आयुर्विज्ञान प्रभाग / MEDICAL DIVISION)
अस्पताल प्रशासन / HOSPITAL ADMINISTRATION

Ref. No. : MD/HA/13(15)/2018/12248

Date : 28/06/2018

“ NOTICE INVITING e-TENDER ”

E-Tender 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 OPD work at BARC Hospital and Zonal Dispensaries”**.

1.	Tenure of Work	24/12 months (General Shift/ 6 days a week)
2.	Estimated Value of Work (includes Minimum Wages, EPF and ESI charges only)	Rs.1,12,40,000/- + Taxes As Applicable.
3.	Cost of Tender Document	Nil (can be downloaded online)
4.	Earnest Money Deposit (@ 2 % of Estimated Value of Work)	Rs.2,24,800/- 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. 5,900/- 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 29/06/2018 (1000 hours) to 18/07/2018 (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/Meeting	The contractors are requested to send their Pre-bid queries by email not later than 16/07/2018 upto 1730 hours. Pre-Bid meeting will be held on 17/07/2018 at 1430 hours. at Conference No.2, BARC Hospital. The Pre-Bid clarifications will be uploaded in Tender-Wizard website on 19/07/2018 at 1700 hours.
10.	Last date / time of closing of online submission of bids	20/07/2018 upto 1700 hours
11.	Last Date and Time for submission of Original Instruments (i.e. Receipt of e-Payment towards Tender Processing Fee, EMD, etc.)	24/07/2018 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	24/07/2018 at 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. ELIGIBILITY / QUALIFICATION OF BIDDER**

- 1.1 **Experience** : The invitation for Bids is open to firms / organizations / Contractor / Agencies of repute who possess minimum **3 years** experience of providing '**Clerical Services**' with any Central Govt., State Govt. or Private Hospital having minimum **100 bed strength** during last **7 years** ending last day of month previous to the one in which quotations are invited.
- 1.2 The work orders submitted by bidders in support of fulfilling **eligibility criteria** should indicate clearly: name of work, value of work, no. of manpower and tenure of work.
Note : Copies of work order in respect of work/Contracts which are not completed till the date of issue of NIT should not be submitted.
- 1.3 The experience of the firm should be supported by copies of 'Satisfactory Work Completion Certificate'. Bidders have to submit **satisfactory work completion certificate** in respect of each work order submitted in support of fulfilling eligibility criteria by them. The certificate should clearly indicate – nature and value of work, no. of manpower and tenure of work.
- 1.4 **Ownership** : The bidder should submit article of memorandum of association or partnership deed or affidavit of the sole proprietorship deed as the case may be.
- 1.5 **Similar Works** : The bidder should have successfully completed **similar works** (as indicated in scope of work of this Tender Document) during last **7 years** ending last day of month previous to the one in which applications are invited should be either of the following :
 - 3 similar works each of value not less than **40%** of the estimated cost put to Tender **Or**
 - 2 similar works each of value not less than **60%** of the estimated cost put to Tender **Or**
 - 1 similar work of value not less than **80%** of the estimated cost, put to tender.
- 1.6 **Turnover** : The firms average annual financial turnover during the last 3 years, ending 31/03/2018 should be at least **100%** of the estimated cost. The firm has to submit Certificate from the Chartered Accountant duly certifying **Turnover** for last 3 financial years : 2015-16, 2016-17 and 2017-18.
- 1.7 **Solvency Certificate** : 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 enquiry.
- 1.8 **No Loss** : The party should not have incurred any **loss** in more than two years during last 3 years ending 31st March **2018**. **Profit and Loss** Statements certified by the Chartered Accountant for financial years 2015-16, 2016-17 and 2017-18 should be submitted.
- 1.9 **Registration** : The tenderer should be registered with the following authorities :
 - a) Shop and Establishment Act
 - b) Income Tax (IT) – (PAN should be in the name of the firm)
 - c) Goods and Services Tax (GST)
 - d) Employees Provident Fund (EPF)
 - e) Employees State Insurance Corporation (ESIC)

2. PERIOD OF CONTRACT

- 2.1 This contract will be valid for a period of **Two years/One year (24 months/12 months)**.
- 2.2 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.
- 2.3 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 under mutual consent of both the parties.

3. EARNEST MONEY DEPOSIT (2%)

- 3.1 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".
- 3.2 The bidder should submit EMD as mentioned above in separate envelope duly super scribed as "Earnest Money Deposit".
- 3.3 The bidder may indicate the name of the firm at back side of Demand Draft / Banker's Cheque / FDR submitted as EMD.
- 3.4 Any bids received without the requisite EMD will be summarily rejected.

- 3.5 **No exemption of EMD will be granted to any Firm having Certificate from NSIC / MSME or any other Government Agency whatsoever.**
- 3.6 The EMD shall be valid for a period of 90 days and shall not earn any interest.
- 3.7 The Bid Security of the successful bidder will be **converted** into Security Deposit.
- 3.8 In case Contractor fails to commence the work; the EMD submitted shall be forfeited.
- 3.9 EMD in respect of unsuccessful bidders will be returned after Bid Evaluation, with the approval of Competent Authority.

4. PERFORMANCE SECURITY (5%)

- 4.1 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.
- 4.2 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.
- 4.3 The Performance Guarantee shall be for a period of **30 months**.
- 4.4 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.

5. SECURITY DEPOSIT (2.5%)

- 5.1 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.
- 5.2 The Security Deposit will be returned after **90 days** of the expiry of the Contract Agreement.

6. SUBMISSION OF TENDER

- 6.1 Bidders are advised to study the Tender Document carefully.
- 6.2 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.

7. ONE BID PER BIDDER

- 7.1 Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium.
- 7.2 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.

8. VALIDITY OF TENDER

- 8.1 The tender for the work shall remain open for acceptance for a period of **180 days** from the last date of submission of tenders.
- 8.2 A bid submitted for a bid validity of shorter period may be rejected by the BARC Hospital as non responsive.
- 8.3 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.
- 8.4 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.
- 8.5 The bid security provided shall also be extended suitably.
- 8.6 The bidder may refuse the request without forfeiting his bid security.
- 8.7 A bidder agreeing to the request will not be required or permitted to modify his offer.

9. SITE VISIT BY THE TENDERER BEFORE TENDERING

- 9.1 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.
- 9.2 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.
- 9.3 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.

10. CONDITION FOR TENDER SUBMISSION

- 10.1 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.
- 10.2 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.
- 10.3 **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.**
- 10.4 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.

11. AMENDMENT OF TENDER DOCUMENT

- 11.1 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.
- 11.2 The amendment, if any will be notified / published on e-tendering portal i.e. www.tenderwizard.com/dae.
- 11.3 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.

12. ACCEPTANCE AND REJECTION OF BID

- 12.1 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.
- 12.2 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.
- 12.3 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.

13. BID OPENING (2 PARTS)

- 13.1 On the due date and time, the Employer shall first open all the **Technical Bids** online.
- 13.2 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.
- 13.3 If all Bidders have submitted unconditional Bids together with requisite Bid security, then all bidders will be so informed.

- 13.4 If any bid contains any deviation from the Bid Document, then the Bid will be rejected and the bidder will be informed accordingly.
- 13.5 Upon evaluation of technical bid as per the criterion described under **Clause 3** 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.
- 13.6 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.
- 13.7 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.
- 13.8 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.

14. CLARIFICATION OF BID

- 14.1 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.
- 14.2 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.

15. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 15.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid :
 - a) meets the eligibility criteria & 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.
- 15.2 A responsive Bid is one confirms to all the terms, conditions and specification of the Bidding Document, without material deviation or reservation. A material deviation or reservation is one:
 - a) Which affects in any substantial way the scope, quality or performance of the Works
 - b) Which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract or
 - c) Whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
 - d) The technical bids will be scrutinized on the basis of basic eligibility criteria.
- 15.3 If a Bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the non - conforming deviation or reservation.

16. CORRECTION OF NUMERICAL ERRORS

- 16.1 Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Error will be corrected by the Employer as follows :
 - a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
 - b) 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.
- 16.2 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.

17. AWARD CRITERIA

- 17.1 **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 3** 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.
- 17.2 **Financial Bid Evaluation** : A duly constituted Tender Evaluation Committee will evaluate the bids on the basis of criteria set out at **Clause 3** 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.
- 17.3 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.

18. ESCALATION OF COST

- 18.1 This contract does not allow any escalation whatsoever except on account of –
- Escalation on account of minimum wages as notified by the Govt. from time to time will be paid in respect of Skilled/semi-Skilled /Un-Skilled labourers
 - Increase in Statutory Taxes.
- 18.2 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 and Taxes.
- 18.3 Such increase will be reimbursed on production of documentary evidence. 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 and ESI.
- 18.4 The bidders are requested to account all other expenses like uniforms, I-card, conveyance, stationery, documentation, police verification fees, bonus, etc. while quoting the rates and no claims will be entertained subsequently.

Note : The minimum wages applicable on the last date of submitting tender document will be taken as base rate. The difference in minimum wages (i.e. Revised Rate – Base Rate) due to revision in minimum wages from time to time will be paid separately on verification of documentary evidence that the Contractor has paid the wages to worker as per revised minimum wages.

19. TERMS OF PAYMENT

- 19.1 The firm shall submit invoice duly signed and stamped indicating Work Order No., Name of Work, PAN No., GST, EPF and ESIC Registration Nos. etc. on monthly basis.
- 19.2 While submitting the invoice for **Service Charges**, following documents (2 sets each) should be provided :
- Invoice
 - Attendance Sheet
 - Wage Sheet
 - EPF, ESIC and Professional Tax Challans
 - ECS Form along with Pre-Stamped Receipt
 - Invoice should contain Bank Details i.e. Name of bank, Branch Code , Account Number, IFSC Code number etc (Cancelled Cheque / Passbook)
- 19.3 The rates quoted by the Contractor shall be deemed to be **excluding** of goods and service tax and other taxes that the Contractor will have to pay for the performance of this Contract.
- 19.4 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.
- 19.5 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.
- 19.6 The Contractor **has to install punching machine and** will also 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.
 - 19.7 While raising the bill, the **deployment** particulars of the persons engaged during each month, shift wise, if any, should be shown.
 - 19.8 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.
 - 19.9 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 (area wise) 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, subject to correctness of the bill & enclosing of documentary evidence(enclosures).
 - 19.10 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.
 - 19.11 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.
 - 19.12 If any underpayment is discovered, the amount shall be duly paid to the Contractor by the Department.

20. PENALTY

A few instances in which Penalty can be imposed are enumerated below. These are indicative in nature but not exhaustive. As such any act of omission/commission on the part of Contractor not covered under this clause will be viewed separately and on the merit of circumstance and the decision of the Head, Medical Division will be final and binding on the Contractor.

- 20.1 **Penalty of Rs.10,000/- per occasion will be imposed on the Contractor, if the salary is not paid to the staff(s) on or before 10th of every month.**
- 20.2 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 absent on that particular day shall be levied by the Department and the same shall be deducted from the Contractor's monthly bills.
- 20.3 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.
- 20.4 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.
- 20.5 In case any complaint is received regarding misconduct/misbehavior of Contractor's personnel, a penalty of **Rs.1,000/-** for each such incident shall be levied and the same shall be deducted from Contractor's bill. Further the person so accused shall not be allowed to work in future in the hospital.
- 20.6 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.
- 20.7 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.
- 20.8 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.
- 20.9 If the Contract Personnel are found to indulge 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.
- 20.10 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.
- 20.11 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.
 - 20.12 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.
 - 20.13 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.
 - 20.14 Penalty of **Rs.1000/-** per occasion will also be imposed if the behavior of personnel(s) deployed by Contractor found discourteous to anyone in the hospital viz. staff or patients.
 - 20.15 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.
 - 20.16 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.
 - 20.17 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.
 - 20.18 Competent Authority's decision in this regard will be final and binding on the Contractor.

21. 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.

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.

SECTION 2 : 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. **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.
3. **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.
4. **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.
5. **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.
6. **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 3 : 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

- 3.1 The Contractor shall abide by and comply with all the relevant laws and statutory requirements for payment of **Minimum Wages** to Contract Labourers under (Regulation & Abolition) Act 1970, etc. with regard to the personnel engaged by him for OPD works as well as with respect to performance of services under this Agreement generally.
- 3.2 **The Contractor shall be liable and responsible to provide all the benefits viz. Provident Fund, ESIC, Bonus, Gratuity, Paid Leave as admissible, etc. to the staff engaged by him.**
- 3.3 As far as EPF 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 for the OPD work, is required to be submitted to the Department.
- 3.4 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.
- 3.5 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.
- 3.6 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.

4. PAYMENT

- 4.1 The contractor shall submit Bill (in triplicate) on or before 11th day of every month along with wage sheet consisting the details of all the emoluments and deductions should be provided with invoice for settlement of service charges every month.
- 4.2 Attendance sheet indicating total no. of working days in particular month of each manpower deployed for a particular month. The firm shall indicate, work order no., name of work, PAN No. VAT No., duly signed and stamped. The payment will be made within 45 days through ECS after submitting ECS details with every bill in prescribed format.
- 4.3 The employer shall pay to every employer engaged in schedules employment under him wages at the rate not less than Minimum Wages fixed for that class of employee.
- 4.4 The wages shall be paid on a working day within seven days of the end of the wage –period or within 10 days If the contractor fails to pay the wages to his workers within stipulated time then the **penalty @ 2% of monthly bill amount will be charges per day** for unpaid period.
- 4.5 The Contractors are advised to adopt prevailing **Minimum Wages** as on the date of submission of Tender as notified by the Office of The Chief Labour Commissioner (Central) New Delhi as mentioned below with reference to **Minimum Wages Act, 1948** :

5. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 5.1 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.
- 5.2 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.
- 5.3 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.

6. TERMINATION OF CONTRACT

- 6.1 The Contract may be terminated by Employer by giving Notice of one month in writing.
- 6.2 The Employer may terminate the Contract if the other party causes fundamental breach of the Contract.
- 6.3 Fundamental breaches of Contract include, but shall not be limited to the following :
 - (i) 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.
 - (ii) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction, restructure or amalgamation.
 - (iii) 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.
 - (iv) The Contractor does not maintain a security which is required.
 - (v) 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.
 - (vi) 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.
- 6.4 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.
- 6.5 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.
- 6.6 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 undertook at the risk and cost of the agency, till the new contract will be executed.
- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 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.

7. CONFIDENTIALITY

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 "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.

- 7.5 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.
- 7.6 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.

8. ARBITRATION

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.

9. FRAUD AND CORRUPT PRACTICES

- 9.1 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.
- 9.2 Without prejudice to the rights of BARC under Clause i 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.
- 9.3 For the purposes of this Clause-i, the following terms shall have the meaning hereinafter respectively assigned to them :
 - (i) "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;
- (ii) “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;
 - (iii) “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;
 - (iv) “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
 - (v) “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

10. INDEMNITIES

- 10.1 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.
- 10.2 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.

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

- 11.1 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.
- 11.2 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.
- 11.3 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.

12. COMMITMENTS AND UNDERTAKINGS BY THE BIDDER/CONTRACTOR

The Bidder / Contractor commit and undertake 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 :

- 12.1 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.

- 12.2 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.

13. ATTENDANCE MONITORING

- 13.1 The Contractor shall install a bio-metric attendance monitoring machine at entrance for recording the in/out time of the persons deployed by him.
- 13.2 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.
- 13.3 The machine should start functioning from the first day of contract period.
- 13.4 The expenditure incurred for purchase and maintenance of the machine shall be borne by the Contractor.
- 13.5 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.
- 13.6 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.
- 13.7 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.

14. UNIFORM

- 14.1 The data entry (clerical) work will be done by suitable and uniformed personnel.
- 14.2 Every employee so engaged by the Contractor shall wear **uniform** (pant-shirt) and a badge/identity card indicating his / her name and place of duty, while on duty.
- 14.3 The Contractor shall provide **2 sets of Uniform** per year. The quality of cloth should be good (cotton / terry cot).
- 14.4 The Contractor shall also provide one pair of good quality shoes for male employees and sandals for female employees per year.
- 14.5 The uniform shall be different from that of Staff who is in the employment of the Hospital / Department.
- 14.6 During the period of extension, if any, 1 set of uniform for every 6 months should also be provided by the Contractor.
- 14.7 The contract personnel should always wear uniform and should not come to office in casual wear including footwear, failing which penalty @ **Rs.500/-** per person per day will be imposed.

15. POLICE VERIFICATION OF CONTRACT LABOUR

- 15.1 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.
- 15.2 The Contractor shall submit the details of the employees along with their photographs duly verified by the **police** regarding their Character and antecedents.

16. 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).

17. 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.

18. IDENTIFY DEFECTS

18.1 The Employer or his nominee shall check the Contractor's work and notify the Contractor of any defects/deficiencies that are found.

18.2 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.

19. CORRECTION OF DEFECTS

19.1 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.

19.2 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.

19.3 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.

20. PAYMENTS FOR VARIATIONS

20.1 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.

20.2 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.

21. 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.

22. LIQUIDATED DAMAGES

22.1 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.

22.2 The service / work are subject to supervision of the authorized representative of Employer.

SECTION 4 : GENERAL TERMS AND CONDITIONS

1. **The OPD work is to be carried out all throughout the year, Monday to Saturday according to 'SCOPE OF WORK'.**
2. The manpower engaged should be trained in Microsoft Word, Excel, Power point, Tally, Internet knowledge etc.
3. **It will be the sole responsibility of the Contractor to ensure that the men engaged are trained including safety precautions etc. and the Department will not be liable for any mishap, directly or indirectly.**

4. The Contractor should submit the proof of total manpower in his possession. Contractors having sufficient knowledge and experience about Administration of Hospital OPDs will be preferred.
5. **Integrity** of the Staffs engaged should be beyond doubt. If the worker is/are not found fit for the work, decision of administration/concerned competent authority shall be final and the Contractor has to replace the person immediately.
6. The contractor should provide list of data entry operator's alongwith list of substitutes to be deployed. The staff to be employed by the contractor against this NIT will be **screened by the BARC Authorities**. During screening, if the BARC Authorities feels that the staff is/are not fit to work, necessary replacement shall be made by the contractor.
7. 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.
8. The Staff/Candidates employed by the Contractor shall be required to work normally as per this office's working days, i.e. from **Monday to Saturday from 0900 hrs. to 1800 hrs** with a **lunch break of ½ hour from 1300 hrs. to 1330 hrs**. The working hours of Dispensaries are **0800 hours to 2000 hours**. The employer may assign new work timings as per requirement. The OPD staff may also be called upon to perform duties on Sunday and other gazetted holidays, if required in the exigencies of work.
9. Adequate supervision will be provided by Contractor to ensure correct performance of the said OPD work in accordance with the prevailing assignment instructions agreed upon between the two parties.
10. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
11. 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 work for which prior information have been given.
12. It will be the responsibility of the Contractor to provide details of **manpower** deployed by him, in the Department and to the Labour Department.
13. 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.
14. The Contractor shall not engage any sub-Contractor or transfer the contract to any other person in any manner.
15. 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.
16. 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.
17. 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.
18. 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**.
19. The Hospital/Department shall have right to have any person removed in case of patient/ staff/visitor complaints or as decided by representative of the Department. The Contractor shall have to arrange the suitable replacement in all such cases.
20. 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.
21. 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.
22. 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.
23. 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.

24. 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.
25. 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. Suitable substitute should also be identified in advance and list provided to the Department.
26. 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.
27. The Contractor shall be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act, 1970 and other applicable laws.
28. The Contractor shall ensure that the staff shall not take part in any staff union and association activities.
29. The Department shall not be responsible for providing residential accommodation to any of the personnel of the Contractor.
30. 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.
31. The Department does not recognize any employee employer relationship with any of the workers of the Contractor or between the Contractor and the Department.
32. 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.
33. 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.
34. The Contractor shall ensure full compliance with **tax** laws of India with regard to this contract and shall be solely responsible for the same.
35. 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.
36. 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.

Sd/-

(Vinayalatha S.)

Administrative Officer -III

For and on behalf of the President of India

Government of India
Bhabha Atomic Research Centre Hospital
Anushakti Nagar, Mumbai 400094.

SCOPE OF WORK

(Outsourcing of OPD Work BARC Hospital and Zonal Dispensaries)

The Contractor has to provide qualified, experienced and trained **24 nos. (22 nos. for 2 years & 2 nos. for one year)** of manpower to carry out the OPD PA's Work at BARC Hospital and its Zonal Dispensaries located at Mumbai and Navi-Mumbai.

➤ **The primary work at the OPDs & Zonal Dispensaries are as follows :**

1. Giving appointment to patients.
2. Issue of token number to patients.
3. Rescheduling of appointments & intimating the same to patients telephonically.
4. Arrangements of CHSS file from Record Room.
5. Preparation of new CHSS files for patients.
6. Preparation of referral letters for patients.
7. **Billing and** Settlements of medical reimbursement claims.
8. Issue of Medical Certificate & Fitness Certificates to departmental staff.
9. Online transfer of medicines to Hospital and various dispensaries (Zonal Stores).
10. **Any other typing/online typing of reports, data etc. assigned by Head of Division/Dispensaries and APO(HA).**

➤ **Duties of Supervisor-cum-Clerk :**

1. Supervisor-cum-Clerk should be male/female candidate, Graduate in any discipline, fluent in English and having excellent knowledge of computer operations.
2. He has to sit at Hospital Administration Office and work in general shift.
3. He should co-ordinate between Hospital Authorities and the Contractor in respect of official communication i.e. submitting of invoice, entry permit of staff, removing / appointing of staff under directions of Hospital Administration Office.
4. He should look after **deployment** of contractor's manpower at various offices and OPDs of BARC Hospital and 4 Zonal Dispensaries.
5. He should take atleast 2 rounds of Hospital to check smooth functioning.
6. In case of leave (with advance intimation) of any contractor's staff, he should arrange substitute well in advance.
7. He should monitor the attendance of staff and maintain the punctuality.
8. He should prepare monthly attendance report of the contractor's staff.

✓ **Clerical Work to be carried out by Supervisor :**

1. Issue of Death Certificate to deceased employee's relatives for insurance purpose.
2. Registration of Birth / Death online on Mumbai Municipal Corporation website.
3. Making necessary arrangement for Lectures & Seminars, etc.
4. Dak registration, Distribution of Dak, Dispatch, Xeroxing, Preparing of Reports, etc.
5. Mapping of attendance.
6. In case of exigency of work, he should work at OPDs also.
7. Any other work assigned by APO, Hospital Administration.

➤ **Credentials of Clerical Staff (Manpower) :**

- i. **The staff to be employed by the contractor against this NIT will be screened by the BARC Authorities.** During screening, if the BARC Authorities feels that the staff is/are not fit to work, necessary replacement shall be made by the contractor
- ii. The staff deployed by contractor should be at least HSC/Degree passed from recognized institution with a fair command on English.
- iii. He / she should have completed certificate course from any Government recognized institution and should have practical knowledge of computer operations like Microsoft Word, Excel, Power Point, etc.
- iv. He / she should be able to handle OPD work efficiently and independently.
- v. The staff deployed by Contractor should also have domain knowledge in field of Internet, Scanning, Photo Copying and utility software.
- vi. He / she should be able to understand / read / write / speak English, Hindi and Marathi.
- vii. The Staff deployed by Contractor should have English Typing Speed of 30 words per minute.
- viii. The age of staff should not be below 18 yrs. and above 35 yrs.
- ix. In the exigencies of work the staff deployed by the contractor should work beyond their duty hours.
- x. The total number of Staff deployed & the number of days deployed for shall be at the sole discretion of this office and they may be deployed at different locations.
- xi. The staff should report to the 'Officer-in-Charge' assigned by Hospital Administration Office.
- xii. The staff should be punctual and should complete the work assigned to them promptly and meticulously.

➤ **Working Hours :**

1. The staff employed by the Contractor shall be required to work normally as per this office's working days, i.e. from **Monday to Saturday from 0900 hours to 1800 hours with a lunch break of ½ hour from 1300 hours to 1330 hours.** The working hours of Dispensaries are **0800 hours to 2000 hours.** The employer may assign new work timings as per requirement.
2. The OPD staff may also be called upon to perform duties on Sunday and other Gazetted holidays, if required in the exigencies of work.
3. The Contractor has to provide substitute against the person processed on short period of leave well in advance.
4. The Contractor has to arrange the leave of their staff in such a manner that Hospital work will not get hampered.
5. The contractor has to brief their staff that their appointment is purely temporary and "**No Work No Pay**" basis.
6. The habitual late coming staff will be dismissed without assigning any reason.

Note :

1. The Contractor shall deploy minimum of **24 nos.(22 nos. for 2 years & 2 nos. for one year)** under this Contract including **1 male/female Supervisor-cum-Clerk(2 years) to co-ordinate and liaison** with the Hospital Authorities and the Contractor's Office.
2. The Contractor has to keep **5 nos.** of trained substitute in pool. The contractor has to arrange for substitute incase any of their regular staff(s) is/are on leave. The supervisor deployed by the Contractor has to manage the attendance and deployment of staff on daily basis.
3. Workforce with experience in similar field will be preferred.
4. Only physically and medically fit staff shall be deployed for duty by the Contractor.
5. **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.**

6. It shall be responsibility of Contractor to provide additional **2 nos.** of Staff in exigency of work within **2 days** from the date of written communication by the Officer-In-Charge.
7. The payment of additional **2 nos.** of Staff 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.
8. **Police verification certificate issued by special branch of police is required for Contractor / Engineer / Supervisor / all labours for working at BARC premises and same shall be obtained prior to commencement of work.**

Sd/-
(Vinayalatha S.)
Administrative Officer-III

FINANCIAL (PRICE) BID

Outsourcing of OPD work at BARC Hospital & Zonal Dispensaries			
NAME OF THE CONTRACTOR			
Description of Work	Quantity	Rate Per Month (Rs.)	
<p>Duties of DEO/Supervisor-cum-Clerk :</p> <ol style="list-style-type: none"> Supervisor-cum-Clerk should be male/female candidate, Graduate in any discipline, fluent in English and having excellent knowledge of computer operations. He has to sit at Hospital Administration Office and work in general shift. He should co-ordinate between Hospital Authorities and the Contractor in respect of official communication i.e. submitting of invoice, entry permit of staff, removing / appointing of staff under directions of Hospital Administration Office. He should look after deployment of contractor's manpower at various offices and OPDs of BARC Hospital and 4 Zonal Dispensaries. He should take atleast 2 rounds of Hospital to check smooth functioning. In case of leave (with advance intimation) of any contractor's staff, he should arrange substitute well in advance. He should monitor the attendance of staff and maintain the punctuality. He should prepare monthly attendance report of the contractor's personnel. <p>Clerical Work to be carried out by Supervisor :</p> <ol style="list-style-type: none"> Issue of Death Certificate to deceased employee's relatives for insurance purpose. Registration of Birth / Death online on Mumbai Municipal Corporation website. Making necessary arrangement for Lectures & Seminars, etc. Dak registration, Distribution of Dak, Dispatch, Xeroxing, Preparing of Reports, etc. In case of exigency of work, he should work at OPDs also. <p>Any other work assigned by APO, Hospital Administration</p>	Total 24 Nos.	0.00	

Total Rate :

Sr.No.	Particulars	DEO Quantity (Nos.)	Rate Per Month (Rs.)	Rate (Rs.)
[1]	OPD Work (22 nos. for 24 months)	22.00	0.00	0.00
[2]	OPD Work/CT (2 nos. for 12 months)	2.00	0.00	0.00
GRAND TOTAL				0.00

	Rate	Total (Rs.)
[3] Service Charges (Profit in %)	0.00%	0.00

FINAL BASE PRICE OF THE SERVICE CONTRACT	0.00

Note :

1	Bidders are requested to read and understand "Scope Of Work" before filling up the rates in the Price Bid Form.
2	The Contractors are advised to adopt prevailing Minimum Wages as on the last date of submission of tender as notified by the Office of The Chief Labour Commissioner (Central) New Delhi with reference to Minimum Wages Act, 1948.



3	GST will be reimbursed by the Department on production of documentary evidence.
4	Incomplete, ambiguous and/or arbitrary bid is liable to be rejected.
5	Payment will be made as per the actual no. of days in a particular month

Annexure - A

BIO-DATA OF THE CONTRACTOR



Name of the person : _____

Father's Name : _____

Age / Date of Birth : _____

Gender : _____ Religion : _____

Contact No. : (R) _____ Mobile : _____

Local Address : _____

Permanent Address : _____

Bank Details : A/C No.: _____

Bank Name : _____

Branch Address : _____

Police Verification : Yes / No

Signature of Contractor with Stamp



Annexure - B

PROFILE OF ORGANISATION
(To be submitted on Letterhead)

1.	Name of the Company / Firm / Organization	
2.	Legal status of the Firm / Organization	
3.	Registration / License no. of the firm	
4.	Place of Registration	
5.	Postal Address with Contact details	
6.	Year of Establishment	
7.	Year of Commencement of Business	
8.	If registered as a Company, please indicate if :	
	(a) Copy of certificate of incorporation is enclosed.	
	(b) Furnish the name of Chairman / Managing Director	
	(c) Names of Directors their occupation and address	
9.	If registered as a Firm, please indicate if copy of registration enclosed?	
10.	If registered under Shops & Establishment, please indicate if copy of Registration with latest renewals enclosed?	
	(a) If it is a proprietary firm, concern name and address of the Proprietor.	
	(b) If Partners are there, their name and address and occupation of partners	
11.	Is your Company / Agency carrying out any other Trade / business in addition to Clerical Services ? Furnish particulars of the other trade / business carried out.	

I certify that all the information furnished above is true to my knowledge. I have no objection to BARC Hospital verifying any or all the information furnished in this document with the concerned authorities, if necessary.

I also certify that I have understood all the terms and conditions indicated in the Tender document and in agreeing for the same, I am signing this document as an authorized signatory in the capacity of _____.

Signature & Seal of the Company

Date : ___/___/2018
Place :
Name :
Designation :
Agency Address :

(ON A STAMP PAPER OF **Rs.100/- to be Notarized**)
[Cost of the stamp paper to be borne by the Contractor]

UNDERTAKING

To,
Administrative Officer-III,
BARC Hospital, Anushakti Nagar,
Mumbai-400 094

Name of the Firm / Agency : _____
Title of the Tender : _____
Ref. No. of the Tender : _____
Due date : _____

Sir / Madam,

1. I / We, have read and examined the Notice Inviting Tender, Salient Governing Features of the Tender / Work including, Scope of Work, General Rules & Directions, Clauses of Contract, Conditions of the Contract, Instructions to the Bidders and other documents and rules referred to in the Conditions of Contract and all other contents in the tender documents for the work.
2. I / We, agree to keep the tender open for **180 days** from the last date of its submission and not to make any modifications in its terms and conditions.
3. I / We, agree to abide by this Bid for a period of **180 days** from the date fixed for Bid opening and it shall remain binding upon us before the expiry of that period.
4. I / We, hereby tender for execution of the work specified for the President of India in accordance in all respects with the specifications and instructions in writing referred to in **General Rules and Directions** and in Clauses of Contract and with such materials as are provided for, by and in respects in accordance with, such conditions so far as applicable.
5. We undertake to enter into agreement within **10 days** of being called upon to do so and bear all expenses including charges for stamps etc. and agreement will be binding on us.
6. A sum of **Rs.**/- has been deposited in fixed deposit receipt / banker's cheque / demand draft of a scheduled bank as **earnest money**.
7. If I / We fail to furnish the prescribed performance guarantee within prescribed period, I / We agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.
8. Further, if I / We fail to commence work as specified, I / We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered in accordance with the provision contained in the tender document.

9. Further, I / We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I / We shall be debarred for participation in the re-tendering process of the work.
10. I / We hereby declare that I / We shall treat the tender documents, specifications and other records connected with the work as secret / confidential documents and shall not communicate information derived there-from / to any person other than a person to whom I / We am / are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.
11. I / We hereby agree to abide by all terms and conditions laid down in tender document.
12. This is to certify that before signing this bid, I / We have read and fully understood all the terms and conditions and instructions contained therein and undertake myself / ourselves abide by the said terms and conditions and also deemed inspected / visited the area of Bhabha Atomic Research Centre Hospital, Anushakti Nagar, Mumbai – 400 094.
13. I / We, abide by the provisions of Minimum Wages Act, Contract Labour Act, Workman Compensation Act, and other statutory provisions like Provident Fund Act, ESI, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time.
14. I / We, will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
15. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
16. We understand that you are not bound to accept the lowest or any bid, you may receive.
17. I / We, shall provide trained / experienced Supervisor/Data Entry Operators.
18. I / We, do hereby undertake that neat and clean environment of the Department shall be ensured by our Agency, as well as any other point considered by our Agency.

(Signature of Contractor)
Postal Address with Contact No.

Dated : ___/___/2018
Place : Mumbai

Witness :

Signature
Name and Address :
Occupation :
Contact No.: